



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LANSING

KEITH W. COOLEY
DIRECTOR

STATE BOUNDARY COMMISSION

DOCKET #06-AR-1

ANNEXATION OF TERRITORY IN GARFIELD TOWNSHIP TO THE CITY OF NEWAYGO

30-DAY MATERIAL

April 26, 2007 – May 29, 2007

<u>CORRESPONDENCE FROM</u>	<u>DATED/RECEIVED</u>	<u>POSITION</u>
1. City of Newaygo (2 PowerPoint presentations)	Public Hearing	Support
2. Muskegon River Watershed Assembly (submitted by Mayor Ron Armstrong),	Public Hearing	Support
3. Ron Armstrong, Newaygo City Mayor	May 22, 2007	Support
4. Charles Benham (with attachments) (lives in area proposed for annexation)	May 29, 2007	Oppose
5. Questionnaire ¹ – City		
6. Questionnaire ¹ – Township		

¹ Additional attachments to the questionnaires (ie, zoning ordinances, master plans, maps, etc.) are on file at the Boundary Commission Office for inspection and viewing.

City of Newaygo



Meets All 18 Criteria for Annexation

Population, Density and Land Area

- Annexed area is not densely populated
- Approximately 9 people in the 75.9 acre area
- Annexed area will constitute about 3% of the area of City

Land use

- Annexed area is currently zoned residential by the Township
- Future use will be compatible PUD, used as condominiums, a lodge and a barrier-free public trail (the Riverbank project)
- Future for other mixed uses such as commercial and retail are not possible under the Township's present zoning

Assessed Valuation

- Current SEV of the annexed area is approximately \$1,397,500
- Total City SEV is \$49,271,100
- Consistent with the comparison of the size of the annexed area to the City's area
- Any increase in taxes to residents of the annexed area is disproportionate to the extensive cost to the City of routing utilities around islands

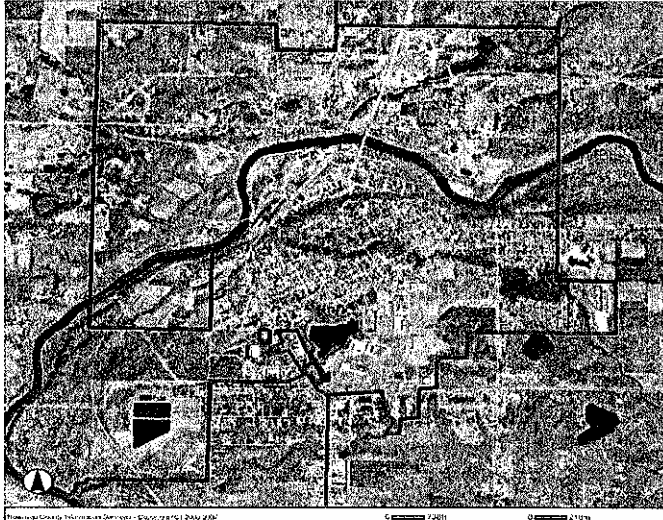
Topography/Natural Boundaries/Drainage Basins

- Muskegon River runs through the City
- The City is on the north side of the River
- Annexed area is an island – not accessible from the Township
- The Annexed area is ideally suited to the Riverbank project
- Walking trail will enhance the public's enjoyment of the River in an environmentally friendly way

Muskegon River



Island – Barely connected to Township



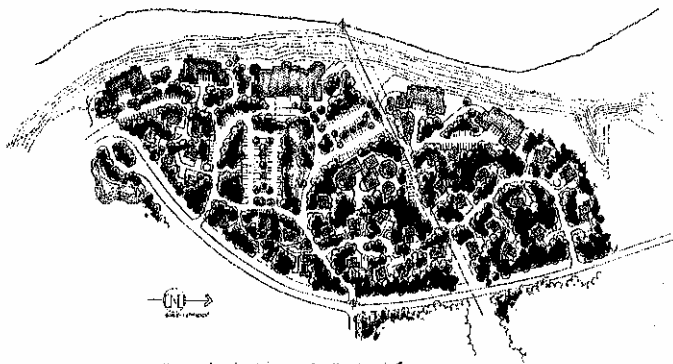
Boundary History

- Annexed area was formerly included in the Village of Newaygo
- Reason for not including it in the transfer of land to the City in 1969 is unclear
- East boundary line splits a residential lot

Past and Probable Future Growth and Development

- Riverbank project is not possible without annexation
- The City has the zoning tools
- The City is able to extend City streets
- The City has available water and sewer
- Gas and electric must come through the City
- Alternatives to annexation have been attempted through a 425 agreement in cooperation with the Township

Compatible Development Proposal



Walking Trail



River Walks, Parks and Lookouts



Need for Additional Public Services

- Garfield Township is not able to furnish or maintain roads, utilities or public services
- City's policies prohibit the extension of City utilities outside the City
- Township could not extend the walking trail on its own
- Annexed area is landlocked by the City

Garfield Township's Position

- The Township supports this annexation

SEE EXHIBIT A
(C.H./SBC)

Probable Effects on the Cost of Services

- The Riverbank project will not be a burden on the schools and will be financed without the need for tax abatements
- The project, as with any economic development activity, will enhance revenue for the benefit of the City, School District, Township and the County
- The developer will pay for the extension of utilities

City's Ability to Provide and Maintain Services

- All of the utility infrastructure currently exists at the City's boundary with the annexed area
- Wastewater treatment plant is close by
- City can provide roads and maintenance and other services which the township cannot

General Effect upon the Community

- New source of tax revenue
 - Public use of the trail, parks and lookouts along the Muskegon River
 - Economic opportunity
 - Jobs
-

Relationship of the Annexation to Established Land Use Plans

- Riverbank project is wholly compatible with the beauty and tranquility of the area
 - Residential and resort features are compatible with existing zoning
 - Extends the City's parks and trails through the Newaygo County Recreational Authority
-

Conclusion

- Annexation meets the goals established by the Boundary Commission
- Eliminates an island and straightens boundaries
- Provides for the furnishing of utilities and services
- Enhances public recreation and environmental stewardship
- A unique opportunity to achieve smart growth

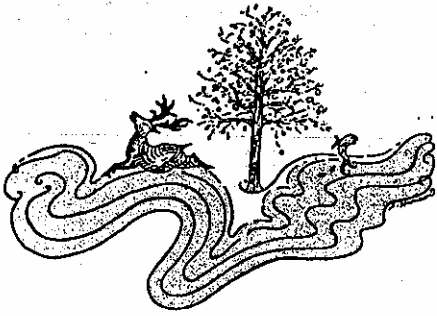


EXHIBIT A
(read into record by Mayor)

GARFIELD TOWNSHIP

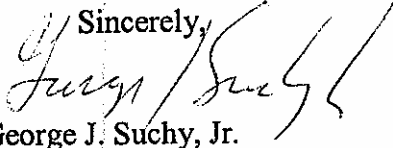
7190 Bingham Ave. – Newaygo, MI 49337 – Phone (231) 652-4251 – Fax (231) 652-4207

Mr. Rich Blanchford
Newaygo City Manager
28 N. State St.
Newaygo, Mi. 49337

RE: Annexation.

Dear Rich:

The Garfield Township Board does not contest the annexation of certain properties on the End of Main Str. and will fully cooperate with the City of Newaygo on this matter, as we have been working together for the betterment of the City and surrounding areas. These properties are at the end of a dead end road and landlocked by the City and it makes sense that they should go to City as they will be better served. The City and the Township agree that at certain times it is better to proceed with annexation to expediate a project for the betterment of our community. So we as a Board wish the City luck in this endeavor and stand behind them 100%.

Sincerely,

George J. Suchy, Jr.
Garfield Township Supervisor

RECEIVED
APR 18 2007
CITY OF NEWAYGO

Land Use in Michigan

Executive Order 2003 – 4

Governor Granholm orders creation of Land Use Leadership Council. (26 Members)

Council's charge is to study MI land use patterns and to make recommendations for improvements.

Among other things, great need to stop outward migration of population which is causing much damage to the environment and putting tremendous strain on the efficient provision of public services.

Land Use Leadership Council

Co-Chairs

Frank Kelley
William Milliken

Former Attorney General of Michigan, Okemos
Former Governor of Michigan, Traverse City

Voting Members

Jim Barrett
Patty Birkholz
Liz Brater
Jim Brooks
Keith Charters
Dan Gilmartin
Gordon Guyer
Colin Hubbell
Ruth Johnson
Robert R. Jones
Dan Kildee
Chris Kolb
Chris MacInnes
Mick McGraw
Larry Merrill
James Okraszewski
Lana Pollack
Helen Taylor
Rev. Kevin Turman
Hans Voss
Brian Warner
Heaster Wheeler
Gil White
Wayne Wood

President, Michigan Chamber of Commerce, Lansing
State Senator, 24th District, Saugatuck
State Senator, 18th District, Ann Arbor
Managing Partner, Alpha Genesis and Vol Chair, West Michigan Strategic Alliance, Holland
New Designs for Growth, Traverse City
Deputy Executive Director, Michigan Municipal League, Lansing
Former Director, DNR and Department of Agriculture, East Lansing
Founding Partner, The Hubbell Group, Detroit
State Representative, 46th District, Holly
Builder and Former President, Michigan Home Builders Association, West Bloomfield
Treasurer, Genesee County, Flint
State Representative, 53rd District, Ann Arbor
Senior Vice President, Crystal Mountain Resort, Thompsonville
Home Builder/Developer, Eastbrook Homes, Kentwood
Executive Director, Michigan Townships Association, Lansing
Fiber Supply Manager, MeadWestvaco Papers Group, Gladstone
President, Michigan Environmental Council, Lansing
State Director, The Nature Conservancy, Lansing
President, M.O.S.E.S., Detroit
Executive Director, Michigan Land Use Institute, Beulah
Environmental Services Supervisor, Wolverine Power, McBain
Executive Director, Detroit NAACP, Detroit
Director, Michigan Association of Realtors, Haslett
President, Michigan Farm Bureau, Lansing

Non-Voting Members

William Anderson
Steven Chester
K.L. Cool
David Hollister
Gloria Jeff
Dan Wyant

Director, Michigan Department of History, Arts, and Libraries
Director, Michigan Department of Environmental Quality
Director, Michigan Department of Natural Resources
Director, Michigan Department of Labor and Economic Growth
Director, Michigan Department of Transportation
Director, Michigan Department of Agriculture

What the experts are saying

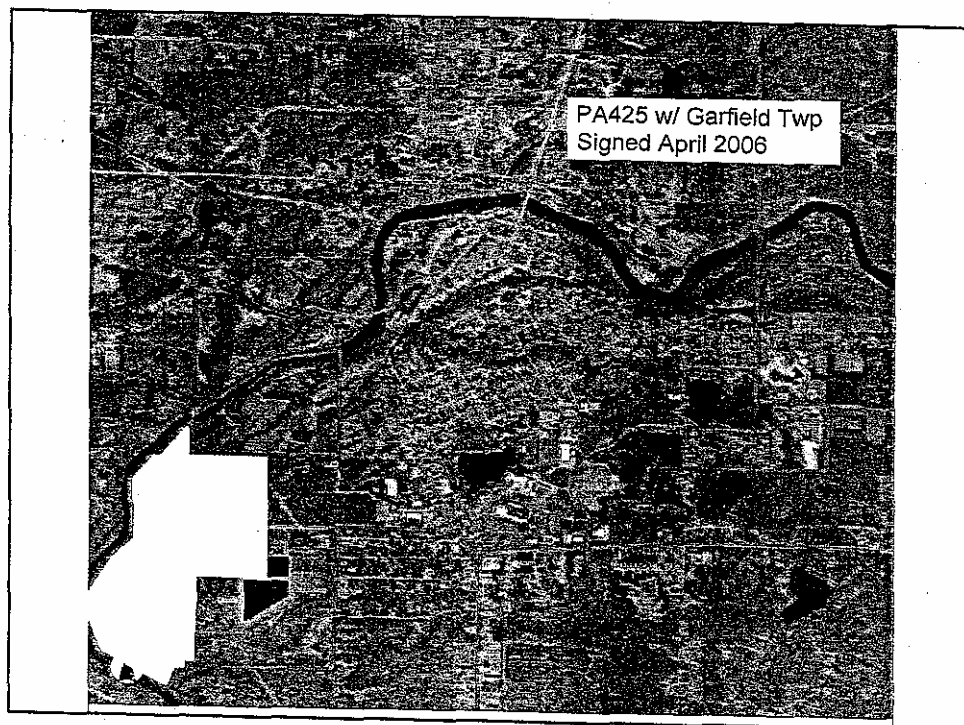
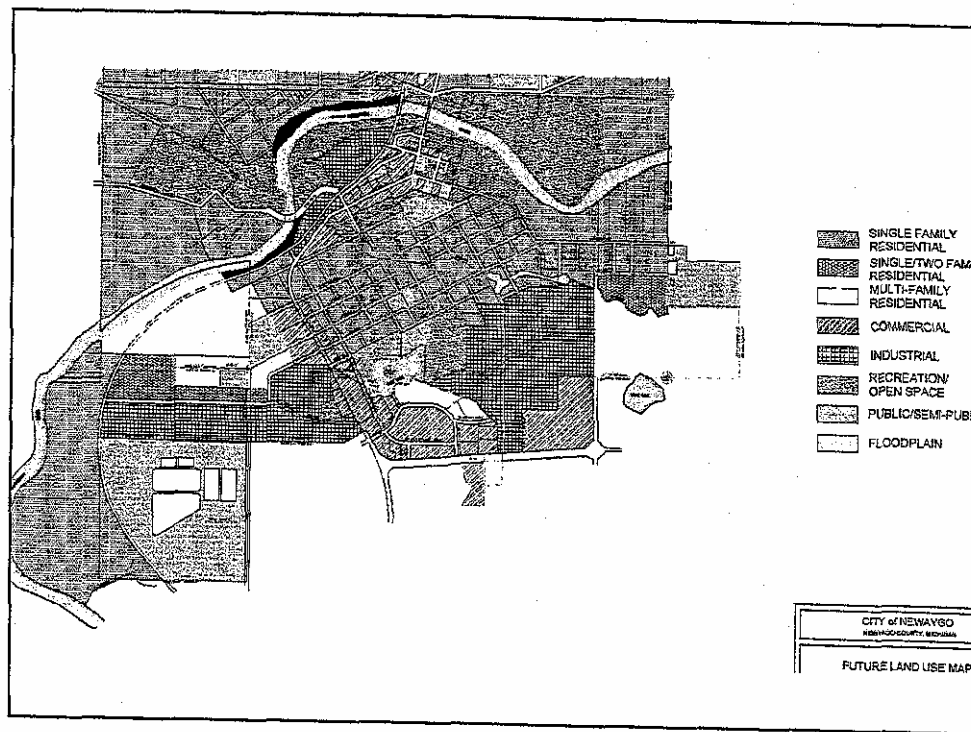
Michigan Land Use Leadership Council Recommendations:

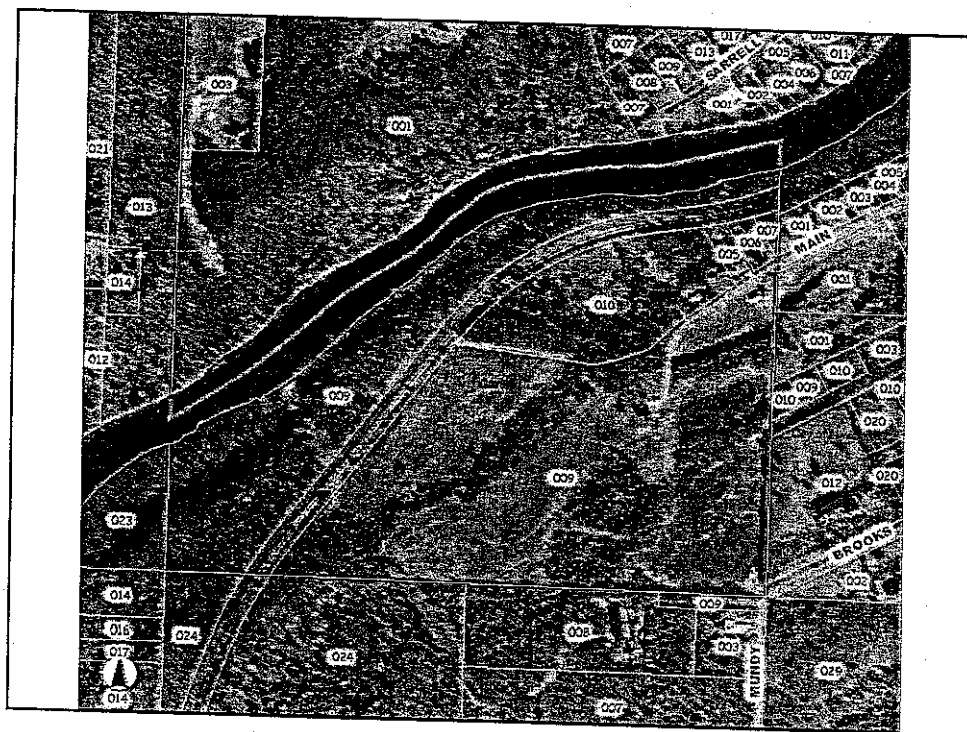
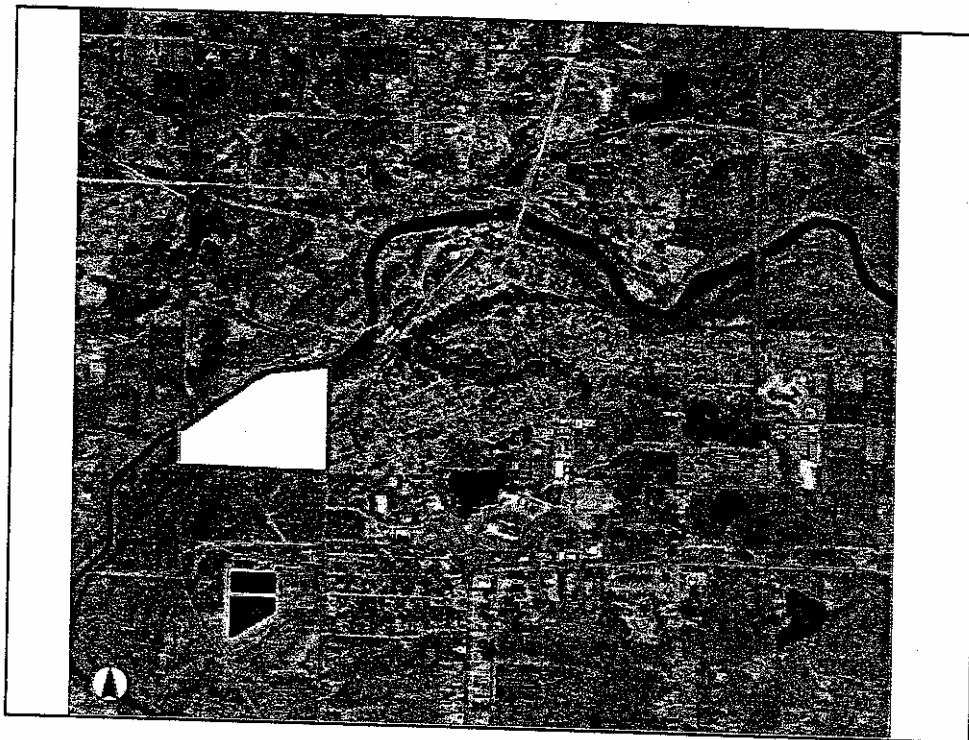
1. Create a range of housing opportunities and choices
2. Create walkable neighborhoods
3. Encourage community and stakeholder collaboration
4. Foster distinctive, attractive communities with a strong sense of place
5. Make development decisions predictable, fair, and cost-effective
6. Mix land uses
7. Preserve open space, farmland, natural beauty and critical environmental areas
8. Provide a variety of transportation choices
9. Strengthen and direct development towards existing communities
10. Take advantage of compact development design

Call to Action

Other voices calling for leaders to implement proper planning and economic development

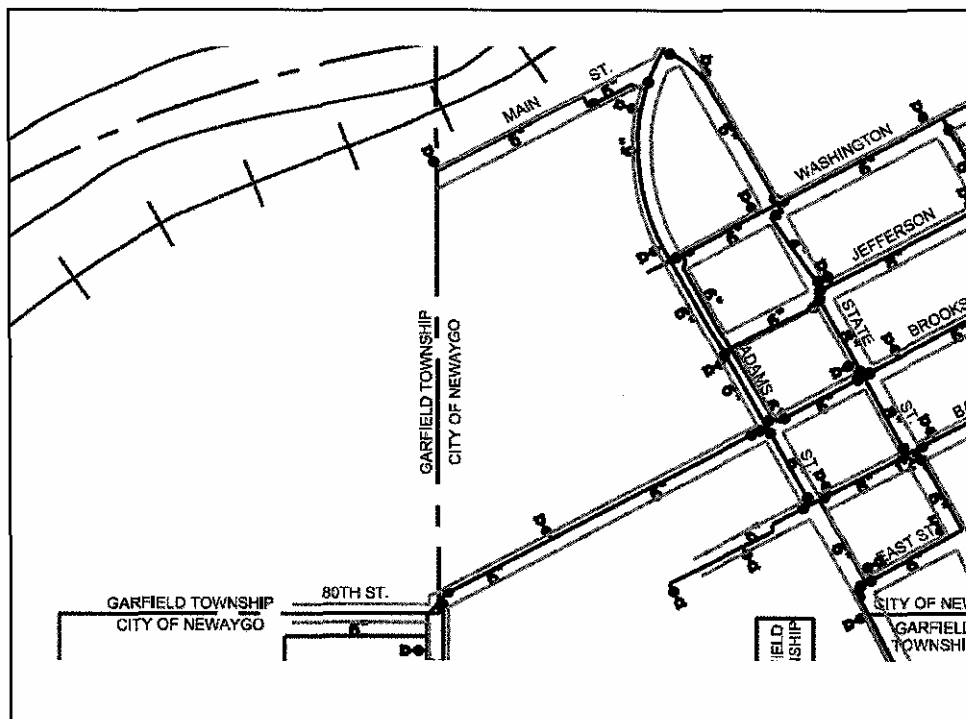
- West Michigan Strategic Alliance
- Grand Valley Metro Council
- Michigan Economic Development Corp
- Michigan State Housing Development Authority
- Fremont Area Community Foundation
- Muskegon River Watershed Assembly

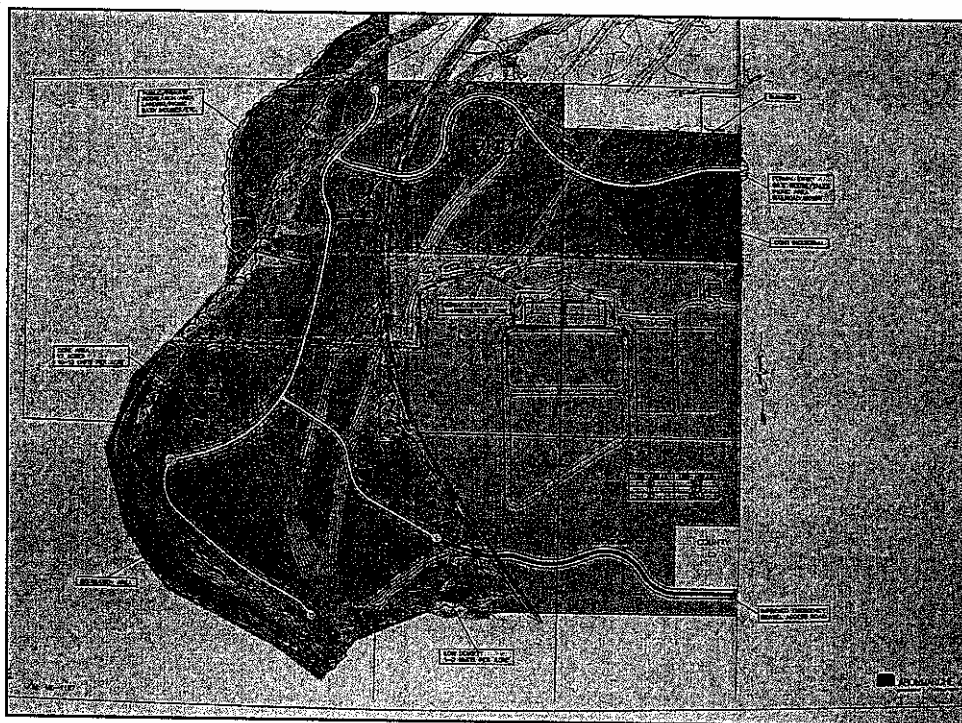
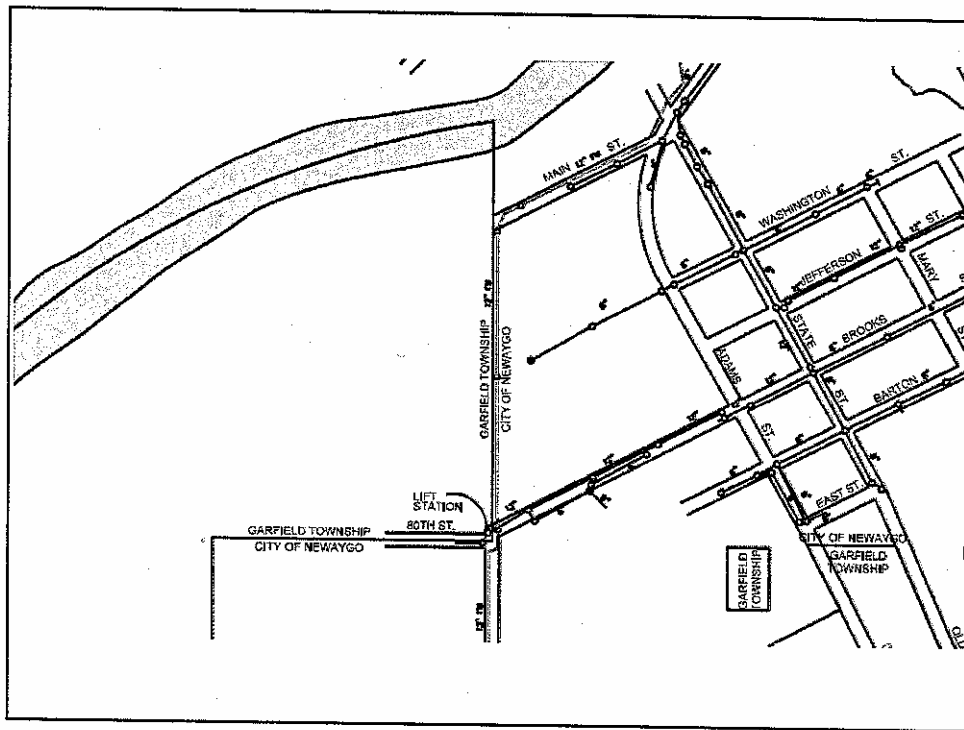


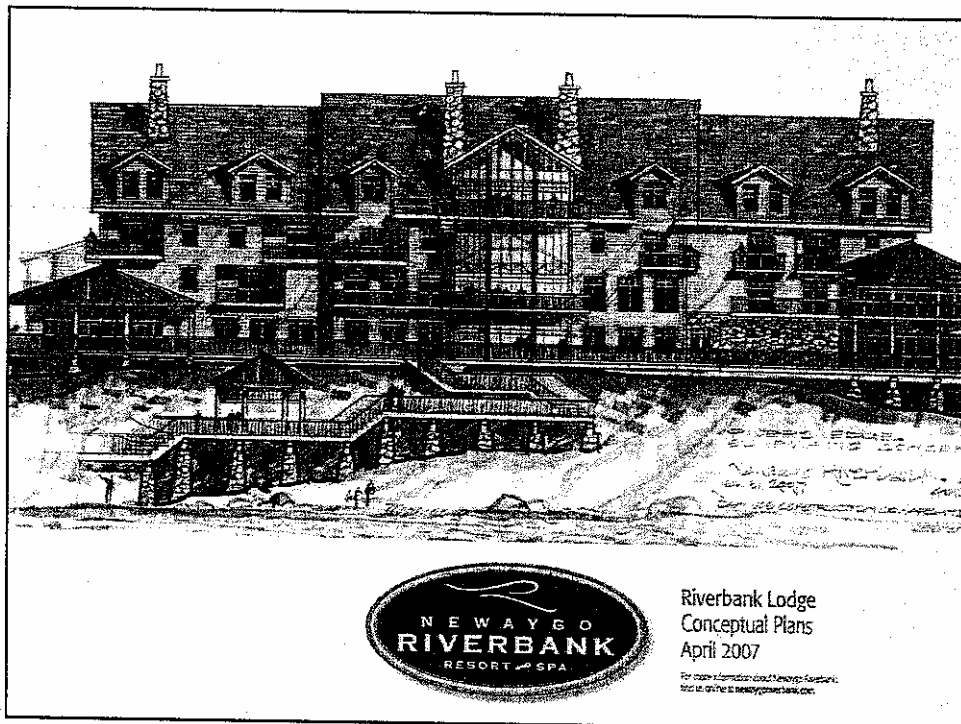
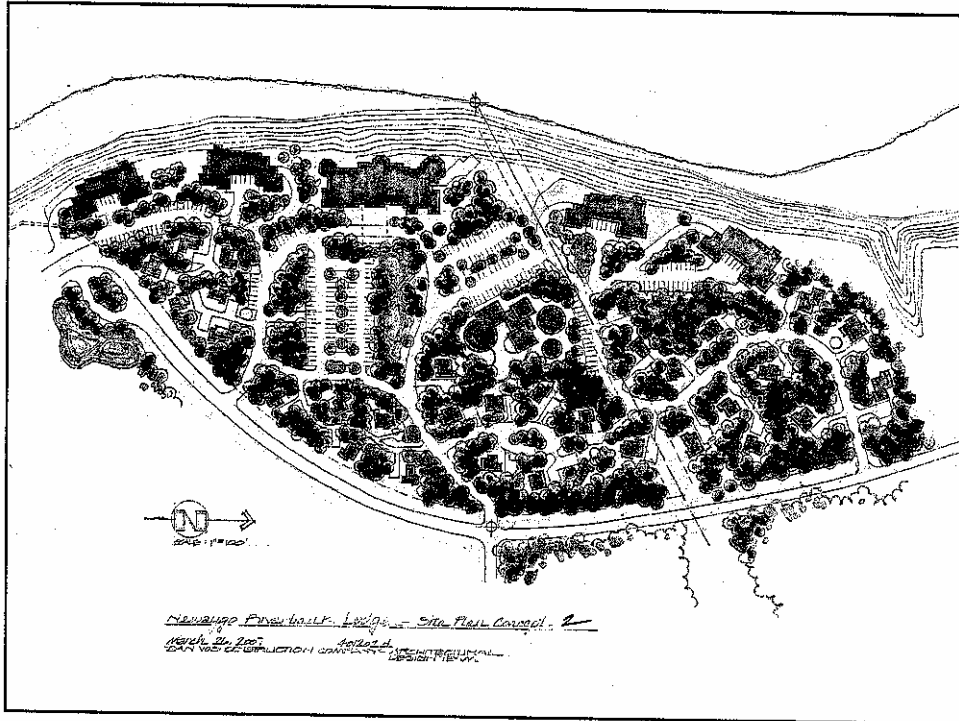


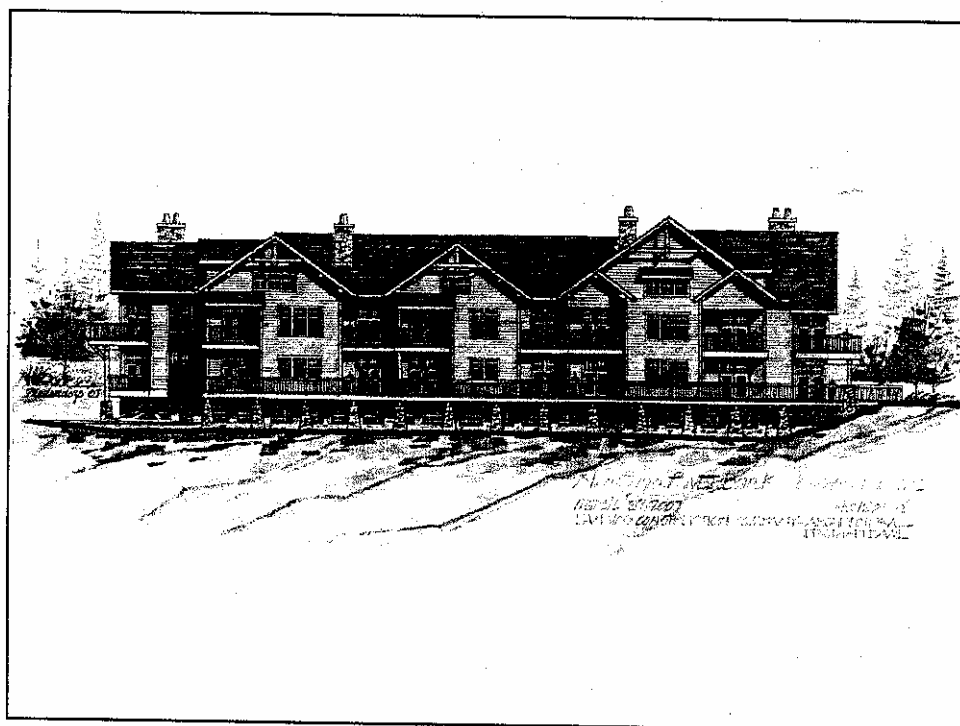
SERVICES

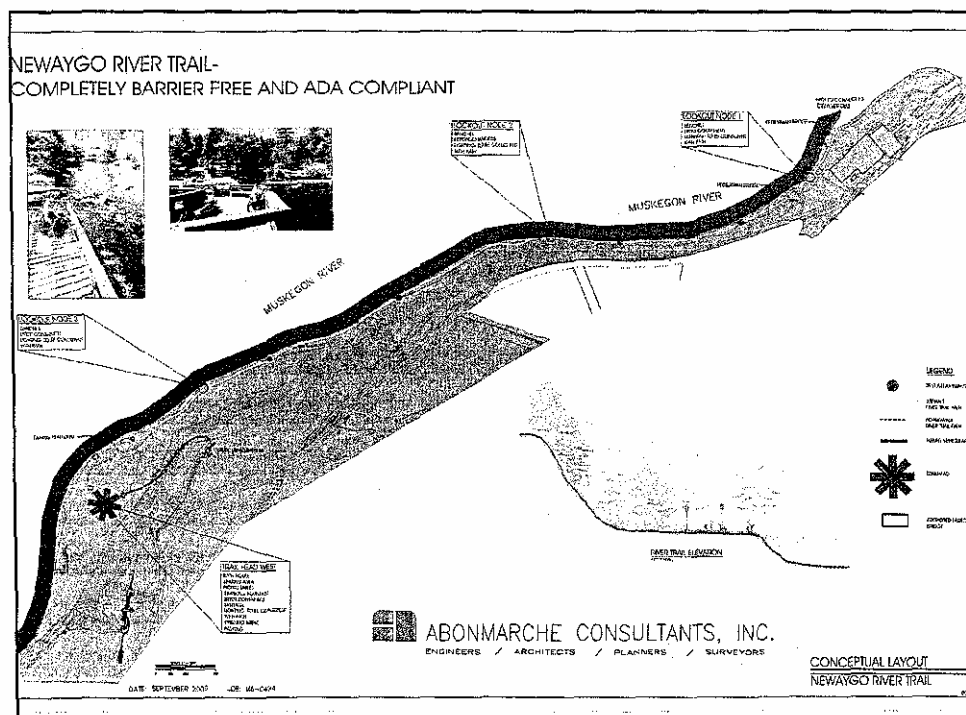
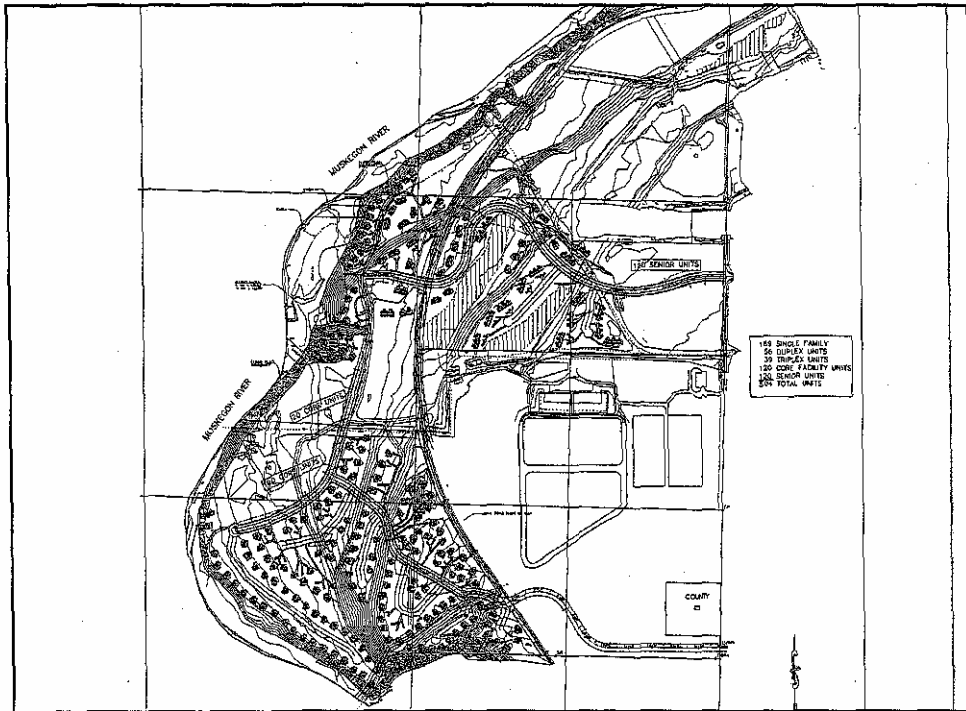
	City	Township
Water	Yes	No
Sewer	Yes	No
Road snowplowing	Yes	No
Road repair	Yes	No
Road crews	Yes	No
Master Plan	Yes	?
Parks system	Yes	No
Police department	Yes	Sheriff
Dept. of Public Works	Yes	No
Full Time Staff	Yes	No
Fire Protection	Yes	Yes

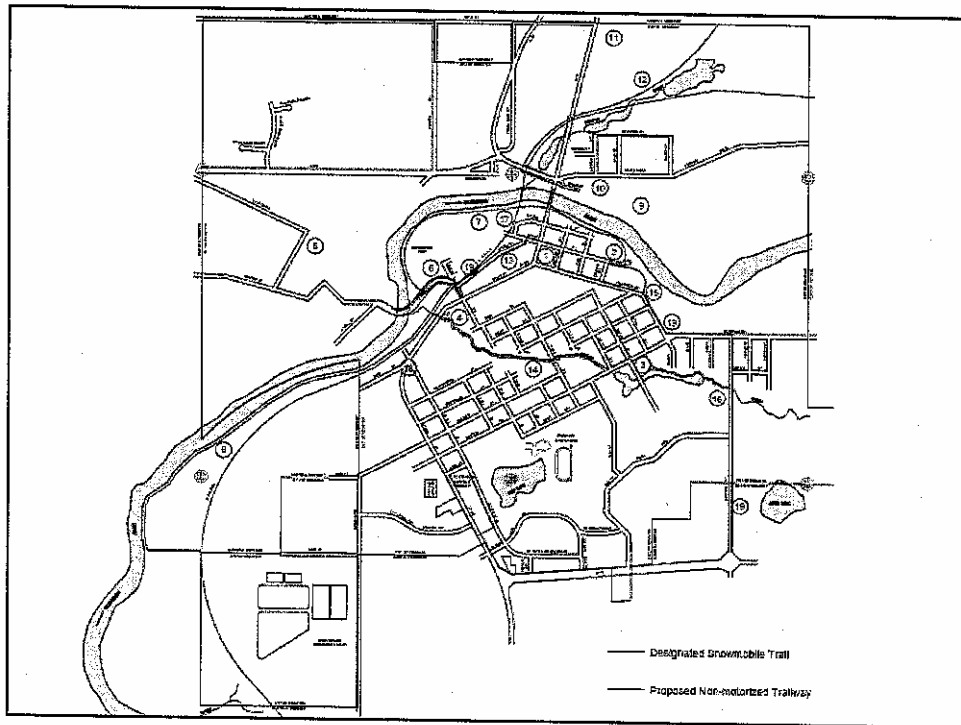


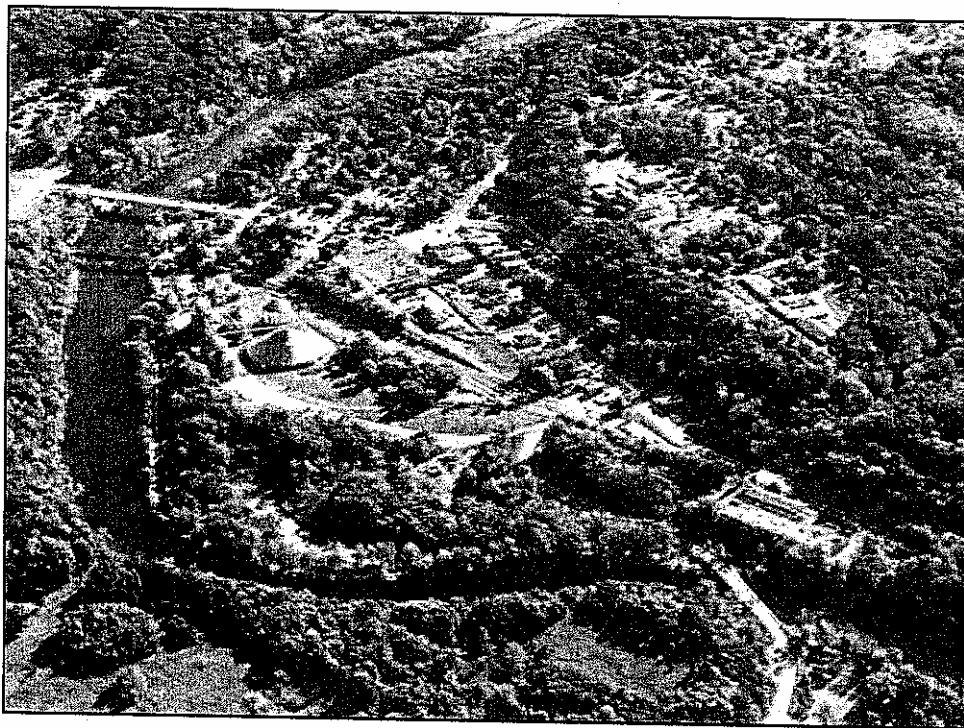












Annexation is good

- Slows urban sprawl
- Reduces fiscal imbalance – Core city supporting entire community
- Elastic cities have faster rates of nonfactory job creation, greater real income gains, and higher educated workforce

- Cities w/o Suburbs by David Rusk



RECEIVED AT PUBLIC HEARING
(from city mayor)

MUSKEGON RIVER WATERSHED ASSEMBLY (MRWA)

@ Ferris State University, College of Allied Health Sciences

200 Ferris Drive, VFS 311

Big Rapids, MI 49307-2740

Phone: (231) 591-2324 Fax: (231) 591-2306

E-mail: mrwa@ferris.edu Website: www.mrwa.org

2

April 25, 2007

Rich Blachford, City Manager
City of Newaygo
28 North State Street, P.O. Box 308
Newaygo, MI 49337

**RE: Proposed Annexation of 77 Acres from Garfield Township to the City of
Newaygo – MRWA Letter of Support**

Dear Rich,

The Muskegon River Watershed Assembly (MRWA) understands that the City of Newaygo has already annexed 228 acres from Garfield Township and is in the process of annexing another 77 acres from Garfield Township. The MRWA further understands that Garfield Township supports both the previous and proposed annexation.

The MRWA generally supports the proposed annexation due in part that City sewer and water services will be offered to the annexed area adjacent to the Muskegon River, thereby eliminating septic systems and individual wells which could negatively impact the river's water quality and groundwater influence.

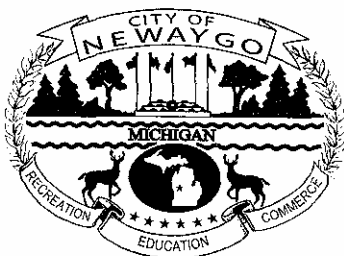
Future development in the annexed area should benefit from City services as proposed. In addition, the MRWA is available to help review future development plans to enhance proposed projects environmental compatibility with the river and local area. In doing so, we trust we can be of further assistance to enhance your project(s) objectives while meeting our watershed protection goals.

Sincerely,

A handwritten signature in black ink that reads "Gary A. Noble".

Gary A. Noble
Executive Director

28 STATE ROAD
P.O. BOX 308
NEWAYGO, MI 49337



PHONE (231) 652-1657
FAX (231) 652-1650

May 18, 2007

Michigan State Boundary Commission
Re: Docket # 06-AR-1
Michigan Dept of Labor & Economic Growth
611 W. Ottawa Street
Lansing, MI 48909

RECEIVED
DEPT. OF LABOR & ECONOMIC GROWTH

MAY 22 2007

**Re: City of Newaygo—Proposed Annexation
(Case No. 06-AR-1)**

STATE BOUNDARY COMMISSION

Dear Members of the Michigan Boundary Commission:

Since the Michigan Boundary Commission (the "Commission") has left the public record open for 30 days after the April 26, 2007 hearing regarding the above-mentioned matter, the City of Newaygo (the "City") wishes to submit this follow-up letter to address a few tangential issues raised at the April 26 hearing.

1. **Parcels and Property Owners in the Area Proposed to be Annexed.** There are five parcels of property located in the area proposed for annexation, excluding the railroad; although only one of those property owners, Mr. Charles Benham, spoke in opposition to the proposed annexation at the April 26 hearing. Although he did offer several hearsay statements as to the supposed position of some of the other property owners within the area proposed to be annexed, he could not, of course, speak for them, and their opposition is not in the record.

The largest parcel in the area proposed to be annexed (which is 51.4 acres in size or approximately 68% of the land area of the proposed annex area) has since been purchased by the developer of the Riverbank Project. And, as Mr. Bruce Reiffer, the developer, testified at the April 26 hearing, the developer is very much in favor of the proposed annexation.

2. **Prior Public Act 425 Agreements.** Mr. Benham (the property owner who opposes annexation) spoke several times regarding prior Act 425 agreements which were defeated by public

referendum. He argued that the "people have spoken" and their decision should be respected. There were, at best, only two matters deserving of discussion. First, those agreements involved different combinations of properties, and none of them were co-extensive with and did not involve the same properties at issue in the current proposed annexation. Second, as the City understands it, prior attempts at Act 425 agreements before annexation is pursued is not viewed as a negative by Michigan law or the Commission. In fact, a city is urged to pursue all reasonable alternate avenues to an annexation before seeking annexation and to exhaust all other remedies. The City did pursue alternatives in this case.

3. **Properties Served by City Water.** Mr. Benham testified that City water is already available in part of the area to be annexed and indicated that there was a hookup three years ago. Mr. Benham's implication is that water has already been extended to the annexed area. However, Mr. Benham did not present the Commission with all of the facts. There was no lawful water hookup or alteration to Mr. Benham's property three years ago, although a water meter may have been added in the recent past. From what City officials can ascertain, it appears that three of the properties along the extreme eastern edge of the area proposed to be annexed were unlawfully and surreptitiously hooked up into the City's water system years ago. The City can find no water extension agreement or formal consent to serve the three properties involved. Nevertheless, it also appears that once the improper hookups were discovered, the City did not require disconnection so long as water bills were paid. The "extension" was and remains private and the City will not repair, replace, or maintain the line or laterals. It will if the property is annexed. Certainly, under the City's water policy, however, no City water will be extended further into the proposed annexation area unless annexation occurs.

4. **Main Street.** At the hearing, it came up that the City does do some minimal maintenance on Main St., up to the point where it ends just inside the proposed annexation area. The City has done some snowplowing and limited maintenance on the small segment of that road located within the area proposed to be annexed, but the City has done that in the past as a mere courtesy to the Newaygo County Road Commission, and that could be discontinued at any time.

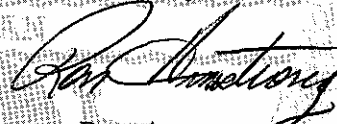
5. **The possibility of an Act 425 Agreement Regarding Properties Located North of the River.** Another irrelevant matter which Mr. Benham raised at the April 26 hearing was the notion of a proposed Act 425 agreement to return some of the lands located north of the Muskegon River to Garfield Township. Even if such an Act 425 agreement were in place, it would be irrelevant to the annexation proceedings currently before the Commission. Furthermore, Garfield Township Supervisor Mr. George Suchy testified at the April 26 hearing that such Act 425 agreement is conceptual only and has only been proposed by others (not the City) to Garfield Township officials recently. To date, the City has not been involved in any Act 425 discussions regarding the property north of the river, nor has the Township formally approached the City regarding that matter. In raising the issue, Mr. Benham was apparently attempting to confuse matters.

6. **The Existing Housing Stock.** One of the few citizens who expressed opposition to or concern about the proposed annexation at the April 26 hearing questioned why the Riverbank Project was going forward when there were many houses for sale within the City. Whether or not Newaygo has a significant number of existing houses on the market within the City is not a matter of record, and the City has not analyzed this issue. However, City officials do not believe that the Riverbank Project will exacerbate the situation, but will, in fact, help invigorate the local economy

and draw people to Newaygo. Many people have heard the phrase "a rising tide floats all boats." Likewise, City officials believe that a rising local economic tide will help all segments of the local economy, including the sales of existing houses. The potential market for residential units within the Riverbank Project is considerably different than that of existing houses on the market within the City. The former is significantly tourist, recreational, and seasonal; the latter is largely permanent residential. Accordingly, there should not be competition between existing houses for sale and new units within the Riverbank Project.

The City thanks the Commission for the opportunity to address the Commission at the April 26 hearing, as well as the Commission's consideration of these additional issues.

Sincerely,



Ron Armstrong
Mayor
City of Newaygo

cc: City Manager
Assistant City Manager/Clerk
City Attorney's Office

Charles Benham
625 W. Main St
Newaygo, MI 49337

May 25, 2007

State Boundary Commission
Michigan Department of Labor & Economic Growth
611 West Ottawa Street
P. O. Box 30004
Lansing, MI 48909

RECEIVED
DEPT. OF LABOR & ECONOMIC GROWTH

MAY 29 2007

STATE BOUNDARY COMMISSION

RE: Docket #06-AR-1

Dear Commissioners:

Thank you for the opportunity to rebut. I would like to start my rebuttal by stating that the City of Newaygo would like the commissioners to think that I am holding up their project. I am not holding up their project, I just cannot afford three attorneys or a slide presentation, so I am going to submit as much material as I possibly can.

Everything I am providing involves 06-AR-1 Petition, submitting maps, agreements, election results and articles to show that their project can go forth without the annexation of property from Garfield Township.

There is only one place to start from, the beginning:

This started with a 138 acre parcel vacant land purchased by Newaygo Riverbank, LLC that was land locked without access except a small easement which was Main Street, a dead end street. Since they did not have access Newaygo Riverbank, LLC asked to be annexed to the City, the city said "no." The city submitted a 425 of the properties listed on the ballot. We had a meeting at the Garfield Township Hall with 90% of the property owners in attendance. The property owners did not want to be annexed along with the riverbank property. The Garfield Township supervisor, George Suchy, Jr., agreed to represent the property owners to not be annexed to the City of Newaygo. A few months later, the supervisor changed his mind and agreed to a 425, so we sought legal counsel.

They provided us with a referendum to defeat the annexation. We submitted our referendum and were granted an election held on August 2, 2005. The 425 was defeated by 82%. We thought this was the end of it, but was not, a second agreement was drawn up which was submitted asking to divide and conquer which can be seen in the second agreement which is provided. We asked our attorney if we could referendum this and he said yes and provided us with the referendum. We submitted the referendums to our township, and they terminated the agreement. They denied us an election to bring it to a vote.

Now we go to the third agreement which was that the township and city finally agreed to annex just the 140 acre parcel first requested. As you can see on the maps this property has bordered the city property all along. Since then the developer has purchased more

property which has made us an island, which we did not think they could do. Why is the state letting the city make us an island? All our information is available to you.

We have also submitted another annex attempt of 1994, which was also defeated. Three times we have defeated being annexed following the procedures you provide us. If these procedures mean nothing, what is the point of going through the time and expense of trying to defeat the annexation, if you win an election and still continue to loose.

One other point of interest was that in 1942 this property that the city is now trying to annex was given city approval to disconnect from the city and given to Garfield Township (see papers attached). Please note the descriptions for partitions do not match.

Recent events indicated by the property owner to purchase the rest of the property for this development have fallen through.

We feel this issue should be revisited or more investigation done before approval is given on this annexation, there is nothing wrong with the city selling its services without annexation. It was our understanding that the developer was to pay for these services, and there is better access to the property off Corporate Drive, which is right next to the City of Newaygo's department of public works.

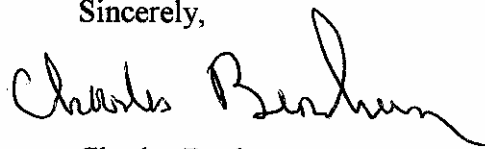
We would also like to express our disappointment in the commission for not looking at these issues closer when there have been three successful campaigns to defeat annexation, being made an island and with legal descriptions that don't match. Our idea of economic development is not raising taxes 51%. Under the direction of Mr. Fahey, we will exercise our rights to detach from the City of Newaygo.

Since I am expressing my disappointment I would like to further state if you have something that the millionaires want they will do anything they can to take it away from you and if that does not work they will ask the government to help succeed. As a alternate of Newaygo County Board of Canvasses, having an election and telling electors that their vote does not count just because the election results does not turn out the way the opposition wants is appalling to me.

I will state again we are not interfering with their project, and just for the record to correct Doug Day's statement the correct measurement is 400 feet not 300 feet. Mr. Day previously lived two houses down from me on Main Street and was a past mayor of Newaygo. He is very aware of where the water lines are.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Charles Benham". The signature is written in a cursive style with a large, looping "B" and a trailing flourish.

Charles Benham

This is another previous annex attempt, which was strongly defeated.

29 NORTH STATE ROAD
P.O. BOX 308



NEWAYGO, MICHIGAN 49337

PH. (616) 652-1657

October 31, 1994

Garfield Township Board

Dear Honorable Board Members:

As you are very much aware, the requests for transfers of property between Garfield Township and the City of Newaygo has increased in the past year. At the same time, the City has received a significant number of inquiries from current and potential Garfield Township property owners regarding when city utility and other city services will be available at their sites. With the significant growth this area has experienced in the past year and the additional growth that will happen in the next five years due to the recent decisions by Donnelly and other manufacturing firms to locate in Newaygo, the need for future property transfers will only increase.

At its last meeting, the Newaygo City Council discussed the need to adequately plan future growth and utility extensions. If we do not prepare for the future, the Township and the City will be placed in almost unmanageable situations and development will dictate to us what it wants instead of allowing the communities to plan for and approve developments that are appropriate for our communities. Also, if utility extensions are not adequately planned and designed, utility users will be faced with higher costs. Preparation for the future can only happen if we plan today for what will happen tomorrow. The City is committed to being prepared for the future. In order to accomplish this goal, the City wants to work with its surrounding townships.

The City of Newaygo still strongly supports the continued use of PA 425 property transfers. But if we continue to do small PA 425 agreements, the goal of preparing for the future can not be accomplished. A much larger scale PA 425 transfer needs to be implemented. If a large scale PA 425 is not implemented, we will create islands of Township property owners that would be surrounded by the City. If these problems develop, the City will be forced to pursue annexation in order to prepare itself for the future and to protect the integrity of its utility systems.

The City Council has asked me to present to the Township the idea of a large scale PA 425 transfer versus future small scale PA 425 transfers and/or annexation. As you are aware, PA 425 transfers offer a number of advantages for the Township and the City that does not exist with annexation. A large scale PA 425 agreement will allow for adequate planning of growth and utility extensions. It will help maintain the quality of life and character of the community that the area residents want.

Based on the above, the City will like to implement a large scale PA 425 transfer (see enclosed map) with Garfield Township. We will be asking Brooks Township for a similar large scale PA 425. This large scale PA 425 would not replace any PA 425 that has been approved in the past or the two PA 425 transfers we are discussing now. But it will allow for better planning in the future and less expensive utility extensions. And because of its scale, the length of the agreement should be greater than 15 years.

The City is proud of its positive working relationship with its surrounding townships. It will like to maintain these positive relationships in the future. It does not want to be forced to use annexation because we failed to work together to address our future. The City requests that the Township Board discuss this proposed large scale PA 425 at its November 1 meeting. We may want to further discuss this item at the joint meeting on November 29, 1994.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Randy G. Young
City Manager

cc: City Council

FIRST AGREEMENT:

**AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY BETWEEN
THE CITY OF NEWAYGO AND GARFIELD TOWNSHIP**

This Agreement for Conditional Transfer of Property, is made as of _____, 2005, between the City of Newaygo, a Michigan home rule city, the principal office address of which is 28 State Road, P.O. Box 308, Newaygo, MI 49337 (the "City") and the Township of Garfield, a Michigan general law township, the principal office address of which is 7190 Bingham Avenue, Newaygo, MI 49337 (the "Township").

RECITALS

- A. Article VII, Section 28 of the Michigan Constitution of 1963, specifically authorizes two or more governmental units to enter into contractual undertakings or agreements with one another for the joint administration, sharing of costs and responsibilities or transferring to another of any of the functions, powers, or responsibilities, which each would have the power to perform separately.
- B. Act 425 of the Public Acts of 1984, MCL 124.21, *et seq* ("Act 425") enables the City and the Township to conditionally transfer property for the purpose of an economic development project, pursuant to a written contract between the City and the Township in compliance with the provisions of Act 425.
- C. The parties have considered the following factors in formulating this contract:
1. Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial, and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.
 2. The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.
 3. The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county or regional land use plan (MCL 124.23); and
- D. The parties desire to enter into this Agreement to provide for and to promote the economic development of certain property located in the Township as reflected on Attachment A (the "Transferred Property") for commercial and residential purposes, for the connection of the Property to the City's sanitary sewer system, and for the construction of sanitary sewer and water improvements to and upon the Transferred Property for the protection of the environment, including groundwater and surface water.

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Purpose. The purpose of this Agreement is to provide for the economic development of the Transferred Property. This Agreement provides for the transfer of this land to the City so that it will come within the corporate boundaries of the City, and except as otherwise provided in this Agreement, under the jurisdiction of the City for all purposes permitted by the Home Rules Cities Act (1909 PA 279, as amended; MCL 117.1 *et seq.*). Such transfer is made and this Agreement is approved by the parties solely for accommodating commercial and residential uses and related accessory structures and uses of the Transferred Property.

1.1.1 Legal Description of Transferred Property. The legal description of the Transferred Property is attached as Attachment B and incorporated by reference.

1.1.2 Consideration. In return for the transfer of jurisdiction to the City for the term of this Agreement, the Township shall receive an annual payment from the City during the term of this Agreement as provided in Article III.

1.1.3 Term. The initial term of this Agreement shall expire on December 30, 2030, with an automatic extension of an additional 25 years, until December 30, 2055, unless both the City and the Township affirmatively, by majority vote of the City Council and Township Board, decide to terminate this Agreement as permitted by its terms.

1.1.4 Transfer of Employees. There shall be no transfer of any employees from either the City or the Township under this Agreement. The employees of the City shall operate within the boundaries of the Transferred Property during the term of this Agreement as if the Transferred Property were within the permanent boundaries of the City, and shall be supervised and paid by the City.

1.1.5 Equipment. There will be no sale, transfer or disposal of real property, facilities or equipment or other personal property under this Agreement. The City shall use its own equipment and materials necessary to carry out the purposes of this Agreement.

1.1.6 Financing. The City shall remain responsible for payment of the salaries and benefits of any of its employees performing any municipal function under this Agreement. The Township shall have no responsibility to finance any public works projects or other projects unless otherwise agreed to in writing by both the City and the Township.

1.1.7 Cooperation. The City and the Township agree that they will cooperate with each other in the performance of any action required under this Agreement, pursuant to the terms herein, or required of them by Act 425, to make this Agreement legally binding.

ARTICLE II TRANSFER OF JURISDICTION AND EFFECT

2.1 Conditional Transfer of Property Jurisdiction. Upon the Effective Date of this Agreement, as provided in Article IV, the City shall provide to the Transferred Property all City services not available to residents and property owners within current City boundaries, or which may be made available within the City in the future, in the same manner and subject to the same conditions and limitations as are applicable to other residents and property owners within the

City. Also, upon the effective date of this Agreement, the City shall, subject to the special provisions in Article III, regarding the situs of the Transferred Property for real property tax purposes, assume full authority and municipal jurisdiction over the Transferred Property as though the Transferred Property were a part of the City itself. The City shall have the right and duty to exercise all of its municipal powers under the law over the Transferred Property.

2.2 Provision of Water and Sewer Services. Upon the Effective Date of this Agreement, the City will provide the Transferred Property with water and sanitary sewer service on the same basis and to the same extent as other properties and projects located within the jurisdictional limits of the City.

2.2.1 Condition. No property owner within the Transferred Property, which has a fully functional septic system and well shall be required to connect to any available water and/or sanitary sewer service for a period of seven (7) years from the Effective Date of this Agreement, or until such time as the septic system and/or well fails or cannot function appropriately, or until such structure or property experiences a significant change in the intensity of use, whichever shall first occur.

2.3 Rate, Charges and Fees. All rates, charges, fees and other costs for services provided to the Transferred Property shall be calculated, levied, charged, billed and collected on the same basis as all other property located within the jurisdictional limits of the City.

2.4 New Development. Any proposed development of property located within the Transferred Property shall be subject to prior approval of the City in their sole discretion.

2.5 Jurisdiction Upon Expiration of the Agreement. Upon the expiration of the term of this Agreement and any renewal, the Transferred Property shall remain permanently within the jurisdictional boundaries of the City.

ARTICLE III TAX SHARING

3.1 Initial Tax Sharing. Except as further provided in this Section 3.1, until December 30, 2010, the Transferred Property shall retain its situs in the Township for purposes of real and personal property taxation and the following shall apply:

3.1.1 Sharing of Tax Revenues. As long as the situs of the Transferred Property remains in the Township for real and personal property tax purposes, the Township will annually return to the City that portion of tax revenues received by the Township from the Transferred Property equal to 1 mill applied to the taxable value of any of that Transferred Property. All payments shall be made by the Township to the City within 30 days after the first day of payment of taxes permitted without penalty or interest and shall be accompanied by calculations pertinent thereto. Payments not made when due shall bear interest at the same rate provided in Section 3.2 for late payments from the City to the Township and the City shall be subject to the same repayment obligation the Township has under Section 3.2.

3.1.2 Triggering Event. As of December 30, 2010 or if any parcel within the Transferred Property is sold, transferred, leased, or developed prior to December 30, 2010, the situs of the real and personal property comprising or located on that parcel shall be immediately transferred to the City and the City shall collect as "revenue" the *ad valorem* real and personal property taxes, if any, and/or specific taxes or funds made available from the Transferred Property. The City shall then collect and share real and personal property taxes as provided in Section 3.2 of this Agreement. For purposes of this subsection, property is developed when a building permit is applied for or work

actually starts, whichever is earlier to accommodate additional occupants outside the current owner's immediate family, to construct any new buildings.

3.1.3 Protected Conveyance. If the owner of any property within the Transferred Property is presently considering the transfer or conveyance of any interest in that property to another individual or family member and that owner so notifies the City by April 1, 2005, that identified transfer or conveyance shall not be a triggering event.

3.2 Subsequent Shared Tax Revenue. The City will annually return to the Township that portion of the tax revenues received by the City from the Transferred Property equal to 3 mills applied to the taxable value of the Transferred Property. All payments shall be made by the City to the Township within 30 days after the first day of payment of taxes permitted without penalty or interest and shall be accompanied by calculations pertinent thereto. Any amount not paid by such date shall bear interest at the rate of 1.0% per month until paid. It is understood and agreed between the parties that the foregoing payments are for the purpose of compensating the Township for lost revenues resulting from the transfer of the Property from the Township to the City jurisdiction. Any payments hereunder shall be subject to a pro rata repayment from the Township to the City if the taxpayer successfully challenges all or a portion of such taxes and the City is obligated to refund those taxes, or if the City is, for any reason, required to repay the County delinquent tax revolving fund.

3.3 No Outstanding Special Assessments. The City and Township represent that no outstanding special assessments exist for the Transferred Property as of the Effective Date of this Agreement.

3.4 TIFA District. The City represents that no parcel located within the Transferred Property will be placed in the TIFA District.

3.5 State and Federal Revenue Sharing. For population and census purposes, the Transferred Property shall be within the City's jurisdiction. Once state revenue sharing payments are received, the City shall annually pay to the Township the equivalent to that amount of state and federal revenue sharing payments, if any, that the Township would have received if the Transferred Property had been located under Township jurisdiction. Said revenue sharing payments shall be made by the City to the Township as long as this Agreement remains in effect and shall be calculated as follows:

3.5.1 Occupancy Rate. The occupancy rate in the City shall be calculated by dividing the City population used for revenue sharing purposes by the number of housing units (defined as owner-occupied, renter-occupied, and vacancy housing available for occupancy) in the City.

3.5.2 Population. The population in the Transferred Property shall be determined by counting the number of housing units on Transferred Property and multiplying that number by the occupancy rate which shall then be multiplied by a number of dollars calculated as follows: the total State and Federal revenue sharing received by the Township over the most recent twelve (12) month period, divided by the population of the Township at the most recent census conducted in the same year for both the City and the Township.

3.5.3 Revenue. All revenues due the Township under this section shall be paid by the City within 30 days of receipt of any State or Federal revenue sharing by the City, or 30 days after the Township notifies the City of the amount dues, whichever is later.

3.6 Limit of Shared Tax Revenues. No other assets, liabilities or other taxes, grants, revenues, payments or awards other than those described in paragraphs 3.1, 3.2 and 3.3 shall be shared between the parties as a result of this Agreement.

ARTICLE IV EFFECTIVE DATE

4.1 Effective Date. This Agreement shall be effective (the "Effective Date") as of the day and date of the satisfaction of all of the following conditions:

4.1.1 The holding of a joint public hearing or separate public hearings by the City Council and the Township Board on this Agreement after proper publication of notice as required by Section 4(1) of Act 425; and

4.1.2 The Agreement has been duly approved by a majority vote of the elected members of the City Council and the Township Board, and signed by their authorized representatives; and

4.1.3 Thirty (30) days has elapsed from the date of the hearings on the 425 Agreement without the filing of any petitions calling for the referendum permitted under Section 5 of Act 425; and

4.1.4 A fully executed and approved copy of this Agreement is filed with the County Clerk for the County of Newaygo and with the Secretary of State of the State of Michigan.

ARTICLE V INDEMNIFICATION

5.1 Indemnification by City. In the event the Township or its officials or employees are named in a lawsuit or as part of a claim by a third party as a result of any actions or inactions by the City or its officials or employees under this Agreement, the City agrees to hold the Township and its officials and employees harmless from and defend and indemnify them against any costs, fees, judgment, or claims required to defend or settle said actions.

ARTICLE VI ENFORCEMENT

6.1 Enforcement. Any dispute that arises hereunder between the parties hereto shall be submitted to a state court of proper jurisdiction with Newaygo County, Michigan.

ARTICLE VII RESCISSION

7.1 Rescission. If this Agreement is signed prior to the end of the referendum period allowed under Act 425, it may be rescinded and declared void if within 30 days of the last public hearing held by either the City Council or the Township Board, a petition for referendum is filed that meets the requirements of Act 425.

ARTICLE VIII INVALIDITY

8.1 Negotiations. If this entire Agreement is held by an appropriate court to be legally invalid, the parties shall negotiate in good faith to reach an alternative agreement under which the Transferred Property would remain within the jurisdiction of the City.

8.2 Status of Improvements. In the event the Transferred Property is returned to the Township due to the invalidity of this Agreement, all sanitary sewer and water improvements made by the City within the Property shall, upon termination of this Agreement for invalidity, belong to and shall be owned by the City, free and clear of any obligations to the Township, and the City may, without further proceedings, thereupon discontinue sanitary sewer and water service to the Transferred Property.

ARTICLE IX REPRESENTATION AND WARRANTIES

9.1 City. The City represents and warrants that the decision to enter into this Agreement was made by a majority vote of the members elected and serving on the City Council after the holding of at least one public hearing held in the manner provided by the Open Meetings Act (PA 267, 1976; MCL 15.261 – 15.275), as amended.

9.2 Township. The Township represents and warrants that the decision to enter into this Agreement was made by a majority vote of the members elected and serving on the Township Board after the holding of at least one public hearing held in the manner provided by the Open Meetings Act (PA 267, 1976; MCL 15.261 – 15.275), as amended.

9.3 No Referendum. The City and Township represent that no petition for a referendum on this Agreement has been filed with the City or Township Clerk, nor has either the City Council or Township Board adopted a resolution calling for a referendum on this Agreement or the transfer to be made pursuant to this Agreement.

9.4 Filing. The parties represent that a duplicate original of this Agreement shall be promptly filed with the Newaygo County Clerk and the Michigan Secretary of State upon its execution.

ARTICLE X MISCELLANEOUS

11.1 Notices. Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Mr. Ron Armstrong, Mayor
City of Newaygo
28 State Street
P.O. Box 308
Newaygo, Michigan 49337

George Suchy, Jr., Supervisor
Garfield Township
7190 Bingham Avenue
Newaygo, Michigan 49337

11.2 Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Newaygo County, Michigan and Newaygo County, Michigan shall be the venue for any litigation between the parties that may be brought in connection with or arise out of or by reason of this Agreement.

11.3 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of all parties hereto.

11.4 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

11.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

11.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

11.7 Article and Other Headings. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.8 Entire Agreement. This Agreement supersedes all previous or contemporaneous contracts and constitutes the entire agreement among the parties. No party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect, and all parties specifically acknowledge, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may not be amended except in writing signed by the parties following public hearing before the City Council and the Township Board

11.9 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

IN WITNESS WHEREOF, the parties signed this Agreement as of the date first written above by authority of the respective City Council and Township Board.

CITY OF NEWAYGO

TOWNSHIP OF GARFIELD

By: _____
Ron Armstrong, Mayor

By: _____
George Suchy, Jr. Supervisor

By: _____
Jon Schneider, Clerk

By: _____
Arlene Grabill, Clerk

Public Hearing in the City of Newaygo held _____, 2005

Public Hearing in Township of Garfield held _____, 2005

No referendum petition was received by the City of Newaygo or Garfield Township.

06925 (004) 258519.03

Official Results

Garfield Township Special Election 8/2/2005				Garfield Township Proposal Act 425 Referendum			
Order	Precinct	# of Reg. Voters	Poll Book Totals	% Voters (Per Precinct)	Yes	No	TOTALS
1	Ashland	0200001	0	0 NA	0	0	0
2	Barton	0400001	0	0 NA	0	0	0
3	Beaver	0600001	0	0 NA	0	0	0
4	Big Prairie	0800001	0	0 NA	0	0	0
5	Bridgeton	1000001	0	0 NA	0	0	0
6	Brooks #1	1200001	0	0 NA	0	0	0
7	Brooks #2	1200002	0	0 NA	0	0	0
8	Croton	1400001	0	0 NA	0	0	0
9	Dayton	1600001	0	0 NA	0	0	0
10	Denver	1800001	0	0 NA	0	0	0
11	Ensley	2000001	0	0 NA	0	0	0
12	Everett	2200001	0	0 NA	0	0	0
13	Garfield	2400001	1615	6.81%	21	89	110
14	Goodwell	2600001	0	0 NA	0	0	0
15	Grant	2800001	0	0 NA	0	0	0
16	Home	3000001	0	0 NA	0	0	0
17	Lilley	3200001	0	0 NA	0	0	0
18	Lincoln	3400001	0	0 NA	0	0	0
19	Merrill	3600001	0	0 NA	0	0	0
20	Monroe	3800001	0	0 NA	0	0	0
21	Norwich	4000001	0	0 NA	0	0	0
22	Sheridan	4200001	0	0 NA	0	0	0
23	Sherman	4400001	0	0 NA	0	0	0
24	Troy	4600001	0	0 NA	0	0	0
25	Wilcox	4800001	0	0 NA	0	0	0
26	City of Fremont #1	5200001	0	0 NA	0	0	0
27	City of Fremont #2	5200002	0	0 NA	0	0	0
28	City of Grant	5400001	0	0 NA	0	0	0
29	City of Newaygo	5600001	0	0 NA	0	0	0
30	City of White Cloud	5800001	0	0 NA	0	0	0
Totals			1615	110	21	89	110
Registered Voters		1615					
% of Voter Turnout		6.81%					

VOTER: PLEASE DO NOT REMOVE STUB
IF STUB DETACHES, PLEASE RETURN WITH BALLOT

OFFICIAL BALLOT

TUESDAY, AUGUST 2, 2005

GARFIELD TOWNSHIP

NEWAYGO COUNTY, MICHIGAN

1

TO VOTE: Complete the arrow   pointing to your choice with a single bold line, as shown: .

IMPORTANT: Use only a #2 pencil or the marking pen provided. **DO NOT USE RED INK!**

When you have completed voting, place the ballot in the secrecy sleeve so that the votes cannot be seen and the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided for returning the ballot.)

NOTE: If you make a mistake, return your ballot to the election official and obtain another. Do not attempt to erase any marks made in error.

Township Proposition

Should certain parcels be transferred to the City of Newaygo pursuant to Act 425 of the Public Acts of 1984, in accord with the resolution adopted by the Garfield Township Board on March 21, 2005?

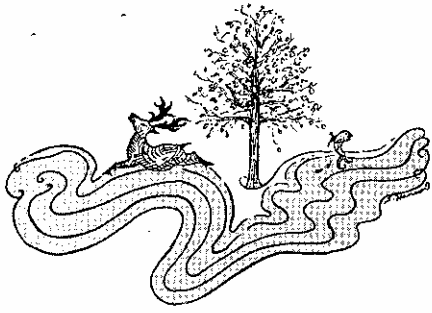
The affected parcels include: 62-18-13-400-023,
62-18-13-400-034, 62-18-13-400-035, 62-18-13-400-045,
62-18-13-400-046, 62-18-13-400-047, 62-18-23-400-005,
62-18-24-300-005, 62-18-24-300-006, 62-18-24-300-007,
62-18-24-300-009, 62-18-24-300-010, 62-18-25-100-001,
62-18-25-100-004, 62-18-25-200-005, 62-18-25-200-006,
62-18-25-200-007, 62-18-25-200-016, 62-18-25-200-018,
62-18-25-230-001, 62-18-25-230-002, 62-18-25-230-006,
62-18-25-230-007, 62-18-25-230-008, 62-18-25-230-009,
62-18-25-230-012, 62-18-25-230-013, 62-18-25-230-014,
62-18-26-200-003, 62-18-26-200-004, 62-18-26-200-005,
62-18-26-200-012, 62-18-26-200-013, and 62-18-26-400-004.

YES  

NO  

SECOND AGREEMENT:

This agreement was terminated at the meeting because we found a way to referendum.



GARFIELD TOWNSHIP

7190 Bingham Ave. – Newaygo, MI 49337 – Phone (231) 652-4251 – Fax (231) 652-4207

March 30 , 2006

Charles Beham presented his petitions for a referendum for the 425 with the City of Newaygo. This issue is not on the table or being considered but the petitions are to be filed to complete his portion of referendum. I – Arlene Grabill- clerk of Garfield Township Newaygo did talk with County Clerk and she said to accept them and talk with the attorney about process from here. I called all board members to get one more to come to the office to verify acceptance but no one was available. I then called Marilyn Melvin, my deputy and she arrived and witnessed acceptance.

We accepted 5 petitions with 6 signatures.

Arlene Grabill
Garfield Township Clerk

Marilyn Melvin
Garfield Township Deputy Clerk

**DEVELOPMENT COOPERATION AGREEMENT
PERMANENT PARCEL NUMBER 62-18-25-200-005**

This Development Cooperation Agreement is made as of _____, 2006, between the City of Newaygo, a home rule city, the principal business address of which is 28 State Road, P.O. Box 308, Newaygo, MI 49337 (the "City") and Garfield Township, a general law township, the principal business address of which is 7190 Bingham Avenue, Newaygo, MI 49337 (the "Township").

RECITALS

A. The City and the Township desire, through cooperation, to foster economic development and to protect the environment to mutually benefit their respective communities:

B. Within the Township's boundaries lie an "island" parcel that will be entirely surrounded by property within the City's boundaries following a conditional transfer of abutting parcels from the Township to the City. Following the transfer, the island property will only be served by crossing the City's jurisdiction such that future economic development of the parcel will be greatly enhanced by the availability of City services such as police services and economic development services and it will also enhance the economic development of the surrounding property to assure that land use and zoning regulations applying to the island parcel are the same land use and zoning regulations applying to the surrounding parcels within the City's jurisdiction.

C. Therefore, by cooperating the parties can both enhance economic development and protect the environment.

D. By cooperating, the parties can also plan for organized community services by accessing the probable need for future services and the practicability of supplying and maintaining such services.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

ARTICLE I

Purpose, Authority, Representations and Findings

1.1 Purpose. This Agreement is intended to fully address the issue of the conditional transfer of the property depicted in Exhibit A and described in Exhibit B of this Agreement (the "Property") from the jurisdiction of the Township to the jurisdiction of the City.

1.2 Authority. This Agreement is made pursuant to Act 425 of the Public Acts of Michigan of 1984, as amended, MCLA 124.21 *et seq.* ("Act 425"), the general authority of each of the parties under the statutes authorizing their organization and existence, and the City Charter of the City.

1.3 Findings and Representations. The Township, by action of its Township Board in approving this Agreement, and the City, by action of its City Council in approving this Agreement, have made the following findings and representations.

(a) Local Units. The City, organized and existing as a home rule city under the Home Rule Cities Act, Act 279 of the Public Acts of Michigan of 1909, as amended, MCLA 117.1 *et seq.*, and the Township, organized and existing pursuant to Article VII, Section 17 of the 1963 Michigan Constitution and Revised Statutes of Michigan of 1846,

c.16, as amended, MCLA 41.1 *et seq.*, are both "local governmental units" as defined by Act 425.

(b) Economic Development and Environmental Protection. As indicated in the recitals to this Agreement, the conditional transfer of the Property will provide for the provision of City services to the Property, will assure the economic development of that property is coordinated and harmonious with the economic development of other property within the City's jurisdiction, will assure the City is able to make needed infrastructure improvements adjacent to the island parcel, and will enhance the continued revitalization of the City as a tourist and business destination. The availability of City water and sanitary sewer services will also help preserve the environment of the community by minimizing the number of wells and by assuring wastewater is properly treated before it enters surface or ground waters.

(c) Proposed Transfer. The City and the Township proposed that the Property be conditionally transferred from the Township to the City pursuant to Act 425.

(d) Considered Factors. Both the City and the Township have, as required by Act 425, considered certain factors prior to entering into this written contract regarding the Property, including the following:

(1) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; past and probable future growth, including population increase and business, residential, commercial, and industrial development on the Property; and the comparative data for the Township and the portion of the Township remaining after the transfer of the Property.

(2) Need for organized community services; the present costs and adequacy of governmental services on the Property; the probable future need for services to the Property; the practicability of supplying such services to the Property; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services on the Property and on the remaining portion of the Township, the probable change in taxes and tax rates on the Property in relation to the benefits expected to accrue from the transfer; and the financial ability of the City to provide and maintain services to the Property.

(3) The general effect of the conditional transfer upon the City and the Township and the relationship of the conditional transfer to any established land use plans.

(e) Public Hearing. Pursuant to Act 425, the City Council held a public hearing on _____, 2006, at _____ p.m., and the Township Board held a public hearing on _____, 2006, at _____ p.m., regarding the conditional transfer of the Property, notice of which public hearing was given in the manner provided by the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976.

(f) Majority Vote. The Township Board and the City Council have each decided, by majority vote of the members elected and serving on each body, to enter into this Agreement.

(g) Hearings, Notice and No Referendum. Neither the Township Board nor the City Council adopted a resolution calling for a referendum on the conditional transfer to be made pursuant to this Agreement, and more than thirty (30) days have elapsed since the

public hearings of the Township Board and the City Council have been held regarding this Agreement and since the Township Board and the City Council have adopted resolutions indicating their intention to enter into this Agreement and neither the Township Clerk nor the City Clerk has received a petition calling for a referendum on this Agreement or the conditional transfer of the Property to occur pursuant to this Agreement.

1.4 Township Representation Concerning Property for Transfer. The Township represents and covenants that it has not pledged any revenue from and has not represented to any obligees, lenders, bond holders or creditors that it is dependent upon or anticipating any revenue from the Property to meet any obligations of the Township or any entity created or controlled by the Township. The Township further represents and covenants that it knows of no special assessments which have been levied against the Property.

ARTICLE II Transfer and Effects

2.1 Transfer of Property. The Property is hereby conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City.

2.2 Effect of Transfer. The conditionally transferred Property shall, for all purposes, be within the jurisdiction of the City. The Township shall have no further jurisdiction over that property.

2.3 Sharing of Revenues. No sharing of revenues shall occur under the terms of this Agreement.

ARTICLE III Term and Termination

3.1 Term. This Agreement shall, unless earlier terminated, terminate at 11:59 p.m. on _____, 2007.

3.2 Jurisdiction of Property at Termination. Upon the termination of this Agreement, the Property shall for all purposes be within the legal limits and jurisdiction of the City.

ARTICLE IV Miscellaneous

4.1 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first-class mail addressed to those addresses first provided above. The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

4.2 Interpretation.

(a) Article and Other Headings. The article and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(b) Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all previous or contemporaneous, express or implied, written or oral statements, covenants, representations or agreements. So, no oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall be of any force and

effect, and both parties specifically acknowledge, in entering into and executing this Agreement, they are relying solely upon the representations and agreements in this Agreement and no others.

(c) Amendment. This Agreement may not be amended except in writing signed by the parties following public hearings before and resolutions adopted by the Township Board and the City Council.

(d) Benefits. Neither party shall be entitled to benefits other than those specified herein. No other party is intended to be a beneficiary of this Agreement.

(e) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

(f) Counsel. Both parties had the opportunity to consult legal counsel and have input into the drafting of this Agreement. It is therefore to be construed as mutually drafted.

4.3 Remedies. The parties agree that remedies at law are inadequate and both parties have the right to all equitable remedies including, without limitation, mandamus, specific performance and injunctive relief. Before a party may undertake any legal or equitable action pursuant to or to enforce any provision of this Agreement, that party shall first notify the other party of the basis for the claim, including detailed recitations of the facts and the law upon which the claiming party is relying. The party receiving such claim letter shall, within twenty-one (21) days of receiving the claim, respond in writing identifying those issues on which there is agreement and stating in detail the facts and law upon which the responding party is relying. The parties shall schedule a meeting to occur within (fourteen) 14 days after the date the response is due to discuss and seek to resolve the dispute. These time frames may be adjusted by the written consent of the parties.

4.4 Filing and Effective Date.

(a) Initial Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by the City and the Township, a duplicate original of the Agreement shall be filed with the Clerk of Newaygo County, with the Michigan Secretary of State, with the State Boundary Commission, and with the Michigan Department of Treasury. This Agreement, certified by such County Clerk or Secretary of State, shall be *prima facie* evidence of the conditional transfer of the areas pursuant to this Agreement. This Agreement shall be effective at 12:01 a.m. on _____, 2006, provided it has been filed with the County Clerk and Secretary of State.

(b) Additional Filing. The parties agree to the filing of additional documents, such as notices, forms and reports that may be required or requested by county, state or other agencies to give full effect and to fully implement this Agreement.

The parties have executed this Agreement as of the date first written above.

TOWNSHIP OF GARFIELD

CITY OF NEWAYGO

By: _____
George Suchy, Jr. Supervisor

By: _____
Ron Armstrong, Mayor

By: _____
Arlene Grabill, Clerk

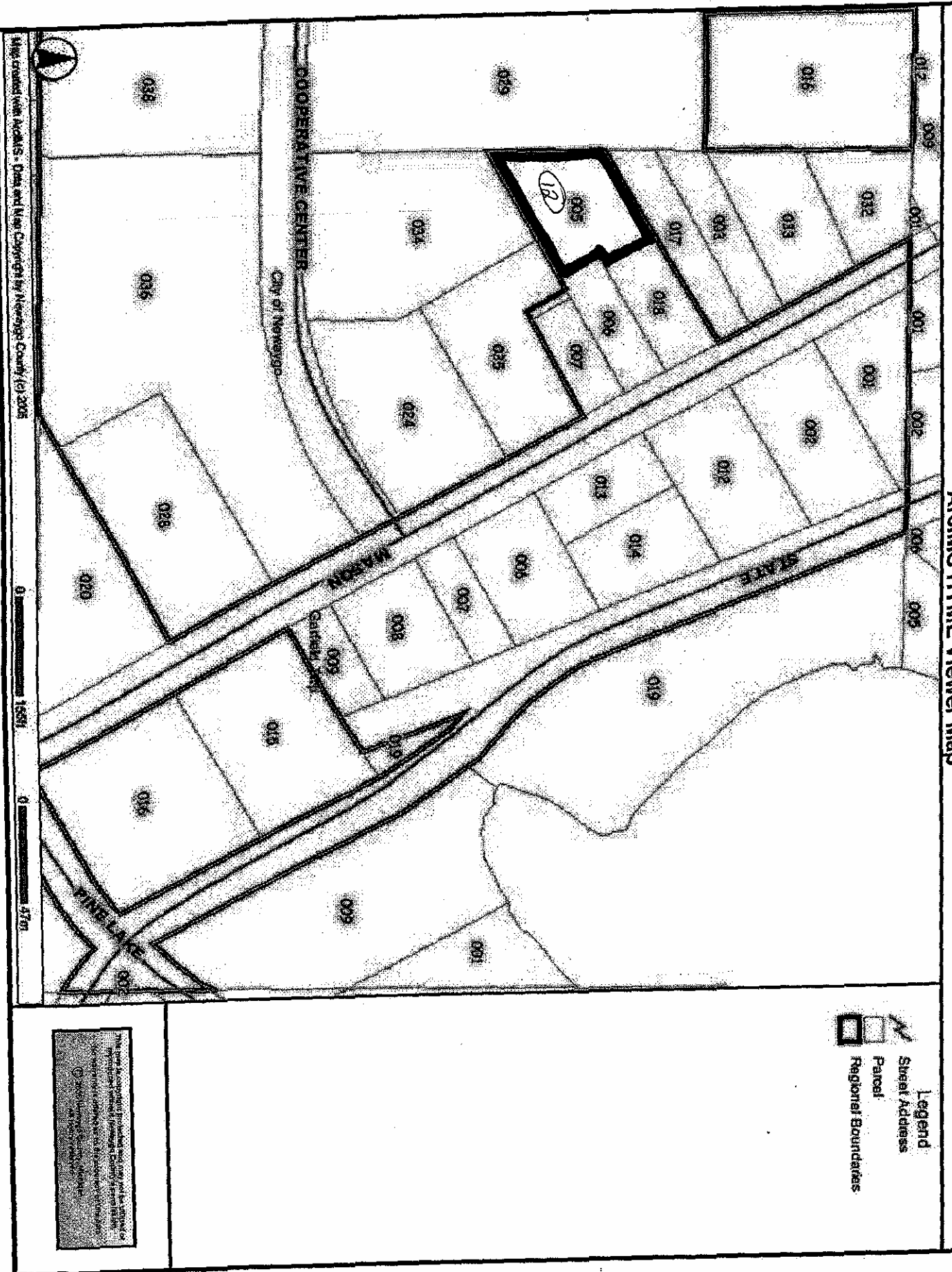
By: _____
Jon Schneider, Clerk

EXHIBIT A
MAP OF CONDITIONALLY TRANSFERRED PROPERTY

Parish A

Parcel 62-18-25-200-005

ArcIMS HTML Viewer Map



Map created from ArcGIS - Data and Map Copyright by Newsgroup County (c) 2005

0 165ft 57m

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Exhibit A Parcel 62-18-25-230-008

ArcIMS HTML Viewer Map

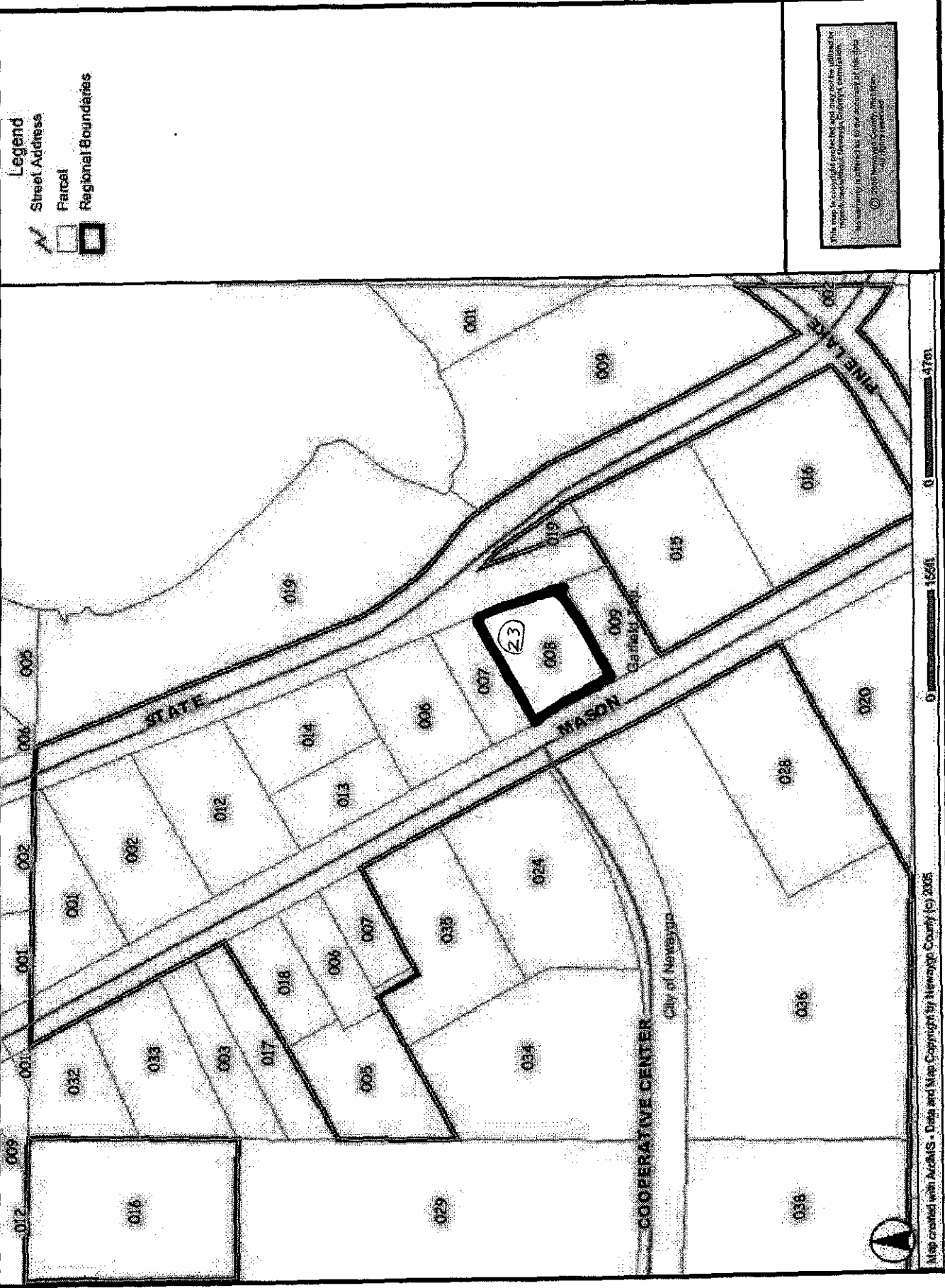


EXHIBIT B
DESCRIPTION OF CONDITIONALLY TRANSFERRED PROPERTY

Permanent Parcel Number 62-18-25-200-005, described as

COM AT NW COR OF NE 1/4 NE 1/4 TH N 89D 50'E 150.49 FT TO W LINE M-37 HWY TH S
29D 22'E 318.44 FT TH S 60D38'W 184 FT THIS BEING POB TH S 29D 22'E 166 FT TH S
60D 38'W 262.3 FT TH N 00D 06'E 191 FT TH N 60D 38' E 168.6 FT TO BEG SEC 25
T12N R13W

06959 (030) 295315.02

Parcel 62-18-25-230-009

9



Exhibit A Parcel 62-18-25-200-018

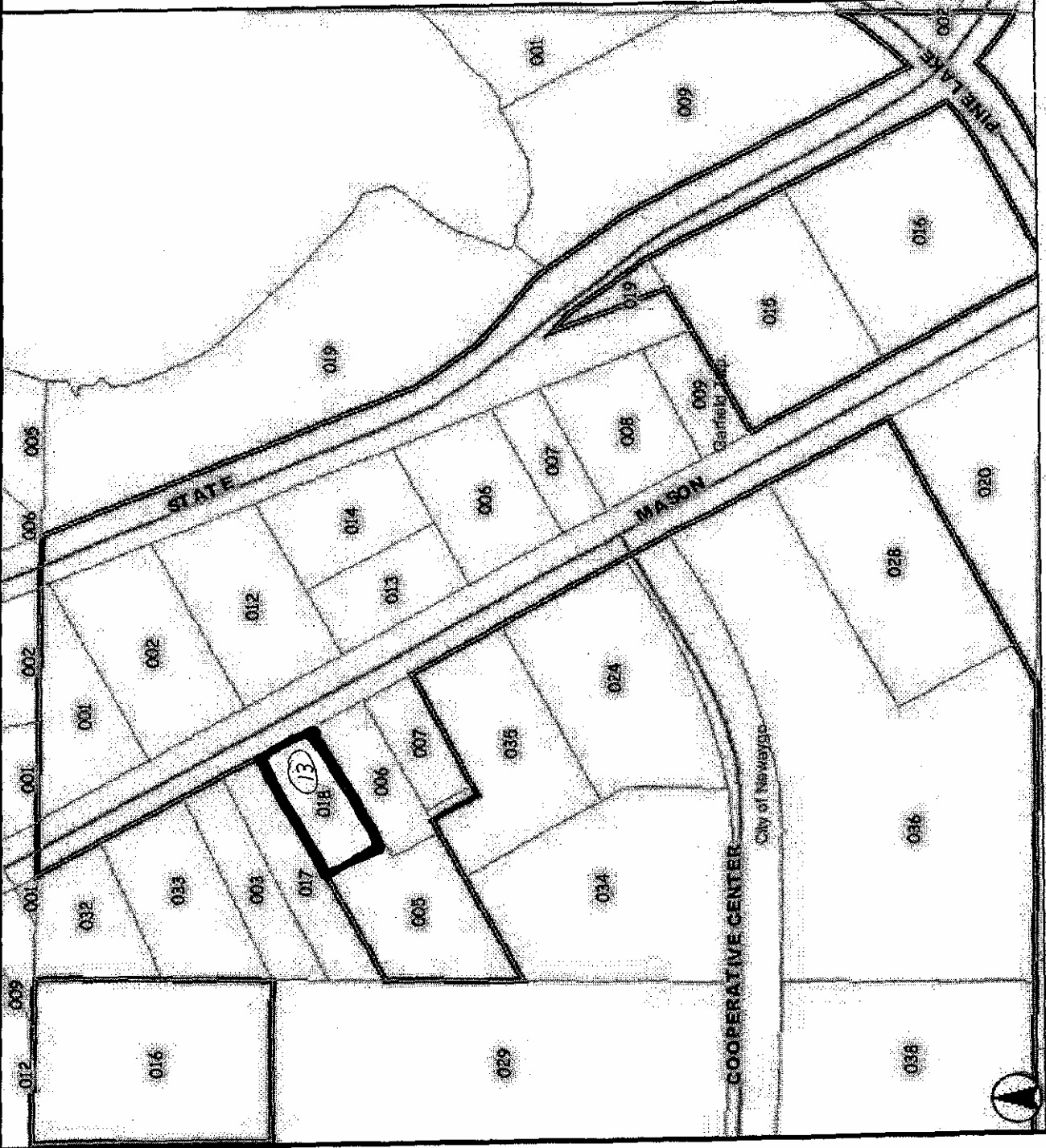
ArcIMS HTML Viewer Map

Legend

- Street Address
- Parcel
- Regional Boundaries

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Map created with ArcIMS - Data and Map Copyright by Newaygo County (c) 2005

THIRD AGREEMENT:

This agreement made us an island which the commission should have been well aware of.

- Signed -

**AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY BETWEEN
THE CITY OF NEWAYGO AND GARFIELD TOWNSHIP**

This Agreement for Conditional Transfer of Property, is made as of 4-28, 2006, between the City of Newaygo, a Michigan home rule city, the principal office address of which is 28 State Road, P.O. Box 308, Newaygo, MI 49337 (the "City") and the Township of Garfield, a Michigan general law township, the principal office address of which is 7190 Bingham Avenue, Newaygo, MI 49337 (the "Township").

RECITALS

- A. Article VII, Section 28 of the Michigan Constitution of 1963, specifically authorizes two or more governmental units to enter into contractual undertakings or agreements with one another for the joint administration, sharing of costs and responsibilities or transferring to another of any of the functions, powers, or responsibilities, which each would have the power to perform separately.
- B. Act 425 of the Public Acts of 1984, MCL 124.21, *et seq* ("Act 425") enables the City and the Township to conditionally transfer property for the purpose of an economic development project, pursuant to a written contract between the City and the Township in compliance with the provisions of Act 425.
- C. The parties have considered the following factors in formulating this contract:
1. Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial, and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.
 2. The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.
 3. The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county or regional land use plan (MCL 124.23); and
- D. The parties desire to enter into this Agreement to provide for and to promote the economic development of certain property located in the Township as reflected on Exhibit A (the "Transferred Property") for commercial and residential purposes, for the connection of the Property to the City's sanitary sewer system, and for the construction of sanitary sewer and water improvements to and upon the Transferred Property for the protection of the environment, including groundwater and surface water.

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Purpose. The purpose of this Agreement is to provide for the economic development of the Transferred Property. This Agreement provides for the transfer of this land to the City so that it will come within the corporate boundaries of the City, and except as otherwise provided in this Agreement, under the jurisdiction of the City for all purposes permitted by the Home Rules Cities Act (1909 PA 279, as amended; MCL 117.1 *et seq.*). Such transfer is made and this Agreement is approved by the parties solely for accommodating commercial and residential uses and related accessory structures and uses of the Transferred Property.

1.1.1 Legal Description of Transferred Property. The legal description of the Transferred Property is attached as Exhibit B and incorporated by reference.

1.1.2 Consideration. In return for the transfer of jurisdiction to the City for the term of this Agreement, the Township shall receive an annual payment from the City during the term of this Agreement as provided in Article III.

1.1.3 Term. The term of this Agreement shall expire on December 30, 2030, unless both the City and the Township affirmatively, by majority vote of the City Council and Township Board, decide to terminate this Agreement as permitted by its terms.

1.1.4 Transfer of Employees. There shall be no transfer of any employees from either the City or the Township under this Agreement. The employees of the City shall operate within the boundaries of the Transferred Property during the term of this Agreement as if the Transferred Property were within the permanent boundaries of the City, and shall be supervised and paid by the City.

1.1.5 Equipment. There will be no sale, transfer or disposal of real property, facilities or equipment or other personal property under this Agreement. The City shall use its own equipment and materials necessary to carry out the purposes of this Agreement.

1.1.6 Financing. The City shall remain responsible for payment of the salaries and benefits of any of its employees performing any municipal function under this Agreement. The Township shall have no responsibility to finance any public works projects or other projects unless otherwise agreed to in writing by both the City and the Township.

1.1.7 Cooperation. The City and the Township agree that they will cooperate with each other in the performance of any action required under this Agreement, pursuant to the terms herein, or required of them by Act 425, to make this Agreement legally binding.

ARTICLE II TRANSFER OF JURISDICTION AND EFFECT

2.1 Conditional Transfer of Property Jurisdiction. Upon the Effective Date of this Agreement, as provided in Article IV, the City shall assume full authority and municipal jurisdiction over the Transferred Property as though the Transferred Property were a part of the City itself. The City shall have the right and duty to exercise all of its municipal powers under the law over the Transferred Property, including zoning authority.

2.2 Provision of Water and Sewer Services. Upon the Effective Date of this Agreement, the City will provide the Transferred Property with water and sanitary sewer service on the same basis and to the same extent as other properties and projects located within the jurisdictional limits of the City.

2.3 Rate, Charges and Fees. All rates, charges, fees and other costs for services provided to the Transferred Property shall be calculated, levied, charged, billed and collected on the same basis as all other property located within the jurisdictional limits of the City.

2.4 New Development. Any proposed development of property located within the Transferred Property shall be subject to prior approval of the City in its sole discretion.

2.5 Jurisdiction Upon Expiration of the Agreement. Upon the expiration of the term of this Agreement or the early termination of this agreement, the Transferred Property shall remain permanently within the jurisdictional boundaries of the City.

ARTICLE III TAX SHARING

3.1 Shared Tax Revenue. As of the Effective Date as provided in Article IV, the City will annually return to the Township that portion of the tax revenues received by the City from the Transferred Property equal to two (2) mills applied to the taxable value of the Transferred Property. All payments shall be made by the City to the Township within 30 days after the first day of payment of taxes permitted without penalty or interest and shall be accompanied by calculations pertinent thereto. Any amount not paid by such date shall bear interest at the rate of 1.0% per month until paid. It is understood and agreed between the parties that the foregoing payments are for the purpose of compensating the Township for lost revenues resulting from the transfer of the Transferred Property from the Township to the City jurisdiction. Any payments hereunder shall be subject to a pro rata repayment from the Township to the City if the taxpayer successfully challenges all or a portion of such taxes and the City is obligated to refund those taxes, or if the City is, for any reason, required to repay the County delinquent tax revolving fund.

3.2 No Outstanding Special Assessments. The City and Township represent that no outstanding special assessments exist for the Transferred Property as of the Effective Date of this Agreement.

3.3 TIFA District. The City represents that no parcel located within the Transferred Property will be placed in the TIFA District.

3.4 State and Federal Revenue Sharing. For population and census purposes, the Transferred Property shall be within the City's jurisdiction and the City shall retain all state and federal revenue sharing payments, if any, attributable to the Transferred Property, any persons working on, residing on or occupying it, any improvements, to the Transferred Property, or any personal property located on the Transferred Property.

3.5 Limit of Shared Tax Revenues. No other assets, liabilities or other taxes, grants, revenues, payments or awards other than those described in paragraphs 3.1 shall be shared between the parties as a result of this Agreement.

ARTICLE IV EFFECTIVE DATE

4.1 Effective Date. This Agreement shall be effective (the "Effective Date") as of the day and date of the satisfaction of all of the following conditions:

4.1.1 The holding of a joint public hearing or separate public hearings by the City Council and the Township Board on this Agreement after proper publication of notice as required by Section 4(1) of Act 425; and

4.1.2 The Agreement has been duly approved by a majority vote of the elected members of the City Council and the Township Board, and signed by their authorized representatives; and

4.1.3 Thirty (30) days has elapsed from the date of the hearings on the 425 Agreement without the filing of any petitions calling for the referendum permitted under Section 5 of Act 425; and

4.1.4 A fully executed and approved copy of this Agreement is filed with the County Clerk for the County of Newaygo and with the Secretary of State of the State of Michigan.

ARTICLE V INDEMNIFICATION

5.1 Indemnification by City. In the event the Township or its officials or employees are named in a lawsuit or as part of a claim by a third party as a result of any actions or inactions by the City or its officials or employees under this Agreement, the City agrees to hold the Township and its officials and employees harmless from and defend and indemnify them against any costs, fees, judgment, or claims required to defend or settle said actions.

ARTICLE VI ENFORCEMENT

6.1 Enforcement. Any dispute that arises hereunder between the parties hereto shall be submitted to a state court of proper jurisdiction with Newaygo County, Michigan.

ARTICLE VII RESCISSION

7.1 Rescission. If this Agreement is signed prior to the end of the referendum period allowed under Act 425, it may be rescinded and declared void if within 30 days of the last public hearing held by either the City Council or the Township Board, a petition for referendum is filed that meets the requirements of Act 425.

ARTICLE VIII INVALIDITY

8.1 Negotiations. If this entire Agreement is held by an appropriate court to be legally invalid, the parties shall negotiate in good faith to reach an alternative agreement under which the Transferred Property would remain within the jurisdiction of the City.

8.2 Status of Improvements. In the event the Transferred Property is returned to the Township due to the invalidity of this Agreement, all sanitary sewer and water improvements made by the City within the Property shall, upon termination of this Agreement for invalidity, belong to and shall be owned by the City, free and clear of any obligations to the Township, and the City may, without further proceedings, thereupon discontinue sanitary sewer and water service to the Transferred Property.

ARTICLE IX REPRESENTATION AND WARRANTIES

9.1 City. The City represents and warrants that the decision to enter into this Agreement was made by a majority vote of the members elected and serving on the City Council after the holding of at least one public hearing held in the manner provided by the Open Meetings Act (PA 267, 1976; MCL 15.261 – 15.275), as amended.

9.2 Township. The Township represents and warrants that the decision to enter into this Agreement was made by a majority vote of the members elected and serving on the Township Board after the holding of at least one public hearing held in the manner provided by the Open Meetings Act (PA 267, 1976; MCL 15.261 – 15.275), as amended.

9.3 No Referendum. The City and Township represent that no petition for a referendum on this Agreement has been filed with the City or Township Clerk, nor has either the City Council or Township Board adopted a resolution calling for a referendum on this Agreement or the transfer to be made pursuant to this Agreement.

9.4 Filing. The parties represent that a duplicate original of this Agreement shall be promptly filed with the Newaygo County Clerk and the Michigan Secretary of State upon its execution.

ARTICLE X MISCELLANEOUS

11.1 Notices. Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Mr. Ron Armstrong, Mayor
City of Newaygo
28 State Street
P.O. Box 308
Newaygo, Michigan 49337

George Suchy, Jr., Supervisor
Garfield Township
7190 Bingham Avenue
Newaygo, Michigan 49337

11.2 Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Newaygo County, Michigan and Newaygo County, Michigan shall be the venue for any litigation between the parties that may be brought in connection with or arise out of or by reason of this Agreement.

11.3 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of all parties hereto.

11.4 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

11.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

11.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

11.7 Article and Other Headings. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.8 Entire Agreement. This Agreement supersedes all previous or contemporaneous contracts and constitutes the entire agreement among the parties. No party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect, and all parties specifically acknowledge, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may not be amended except in writing signed by the parties following public hearing before the City Council and the Township Board

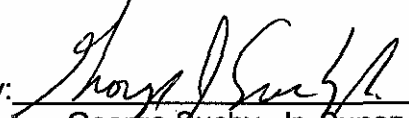
11.9 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

IN WITNESS WHEREOF, the parties signed this Agreement as of the date first written above by authority of the respective City Council and Township Board.

CITY OF NEWAYGO

TOWNSHIP OF GARFIELD

By: _____
Ron Armstrong, Mayor

By:  _____
George Suchy, Jr. Supervisor

By: _____
Jon Schneider, Clerk

By:  _____
Arlene Grabill, Clerk

Public Hearing in the City of Newaygo held _____, 2006

Public Hearing in Township of Garfield held 3 - 27 -, 2006

No referendum petition was received by the City of Newaygo or Garfield Township.

301276.01

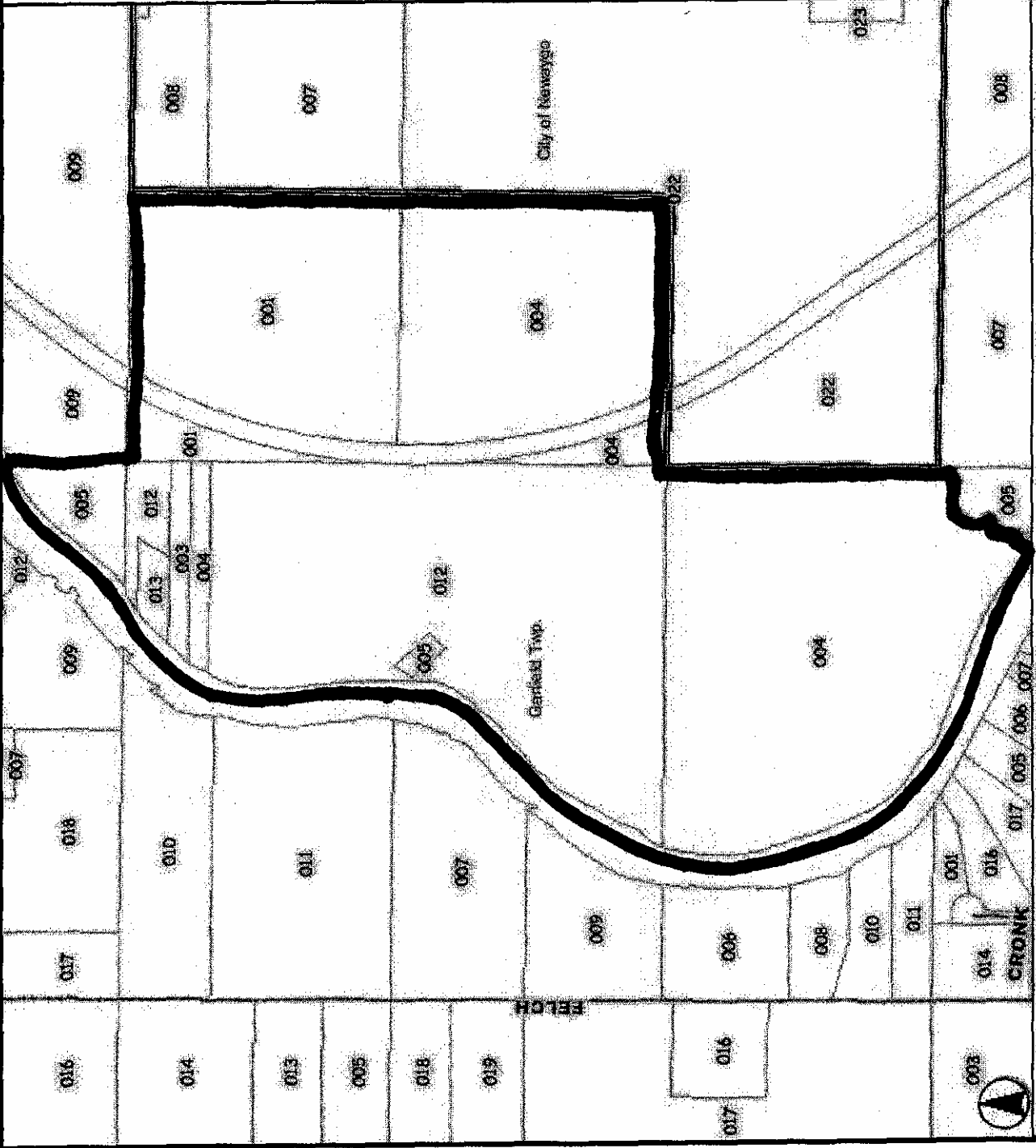
EXHIBIT A
(Map)

Exhibit A

ArcIMS HTML Viewer Map

Legend
Street Address
Parcel
Regional Boundaries

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EXHIBIT B
DESCRIPTION OF TRANSFERRED PROPERTY

Permanent Parcel Number 62-18-23-400-005, described as:

SE 1/4 SE 1/4 E OF MUSKEGON RIVER SEC 23 T12N R13W 2.5A M/L

Permanent Parcel Number 62-18-26-200-012, described as:

GOVT LOT 1, EXC COM 200 FT S NE COR, S 200 FT, W TO MUSKEGON RIV, N'LY ALG RIVER TO PT W OF BEG, E TO BEG, ALSO EXC COM AT NE COR S 1727 FT, W 1320 FT, N27D 44'E 406.19 FT TO POB, TH N27D 44'E 101.14 FT, S46D 54'E 234.38 FT, SW'LY 100 FT TO PT S46D 54'E OF BEG, N46D 54'W 220.33 FT TO BEG, ALSO EXC COM 98.8 FT S01D 07'37"W AND 412.83 FT N88D 52'23"W FROM NE COR TO POB, TH S45D 03'19"W 32.77 FT, S26D 13'05"W 84.09 FT, N88D 37'54"W 423.75 FT TO INTERMEDIATE TRAVS LN ALG MUSK RIVER, N51D 40'38"E 156.58 FT, S88D 37'54"E 361.24 FT TO POB SEC 26, T12N ~ R13W

Permanent Parcel Number 62-18-26-200-013, described as:

PT OF NE1/4 NE1/4 NE1/4, COM 98.8 FT S01D 07'37"W 98.8 FT AND 412.83 FT N88D 52'23"W FROM NE COR TO POB, TH S45D 03'19"W 32.77 FT, S26D 13'05"W 84.09 FT, N88D 37'54"W 423.75 FT TO INTERMEDIATE TRAVS LN OF MUSK RIVER, N51D 40'38"E ALG SD TRAV LN 156.58 FT, S88D 37'54"E 361.24 FT TO POB (AKA PCL "A", ABONMARCHE CONSULTANTS, INC, #M1~0228, 04~04~01) SEC 26 T12N ~ R13W .89 A M/L

Permanent Parcel Number 62-18-26-200-003, described as:

PART GOVT LOT 1 COM 200 FT S NE COR S 100 FT W TO MUSKEGON RIV. N'LY ALG RIVER TO PT W OF BEG. E TO BEG SEC 26 T12N R13W

Permanent Parcel Number 62-18-26-200-004, described as:

PART GOVT LOT 1 COM 300 FT S NE COR S 100 FT W TO MUSKEGON RIV. N'LY ALG RIVER TO PT W OF BEG. E TO BEG SEC 26 T12N R13W

Permanent Parcel Number 62-18-25-100-001, described as:

W 1/2 N 1/2 NW 1/4 SEC 25 T12N R13W

Permanent Parcel Number 62-18-25-100-004, described as:

SW1/4 NW1/4 SEC. 25 T12N R13W 40 A

Permanent Parcel Number 62-18-26-200-005, described as:

PT OF GOVT LOT 1 COM AT NE COR S 1727 FT, W 1320 FT & N27D 44'E 406.19 FT TO POB, TH N27D 44'E 101.14 FT, S46D 54'E 234.38 FT, SW'LY 100 FT TO PT S46D 54'E OF BEG, N46D 54'W 220.33 FT TO BEG SEC 26, T12N R13W

Permanent Parcel Number 62-18-26-400-004, described as:

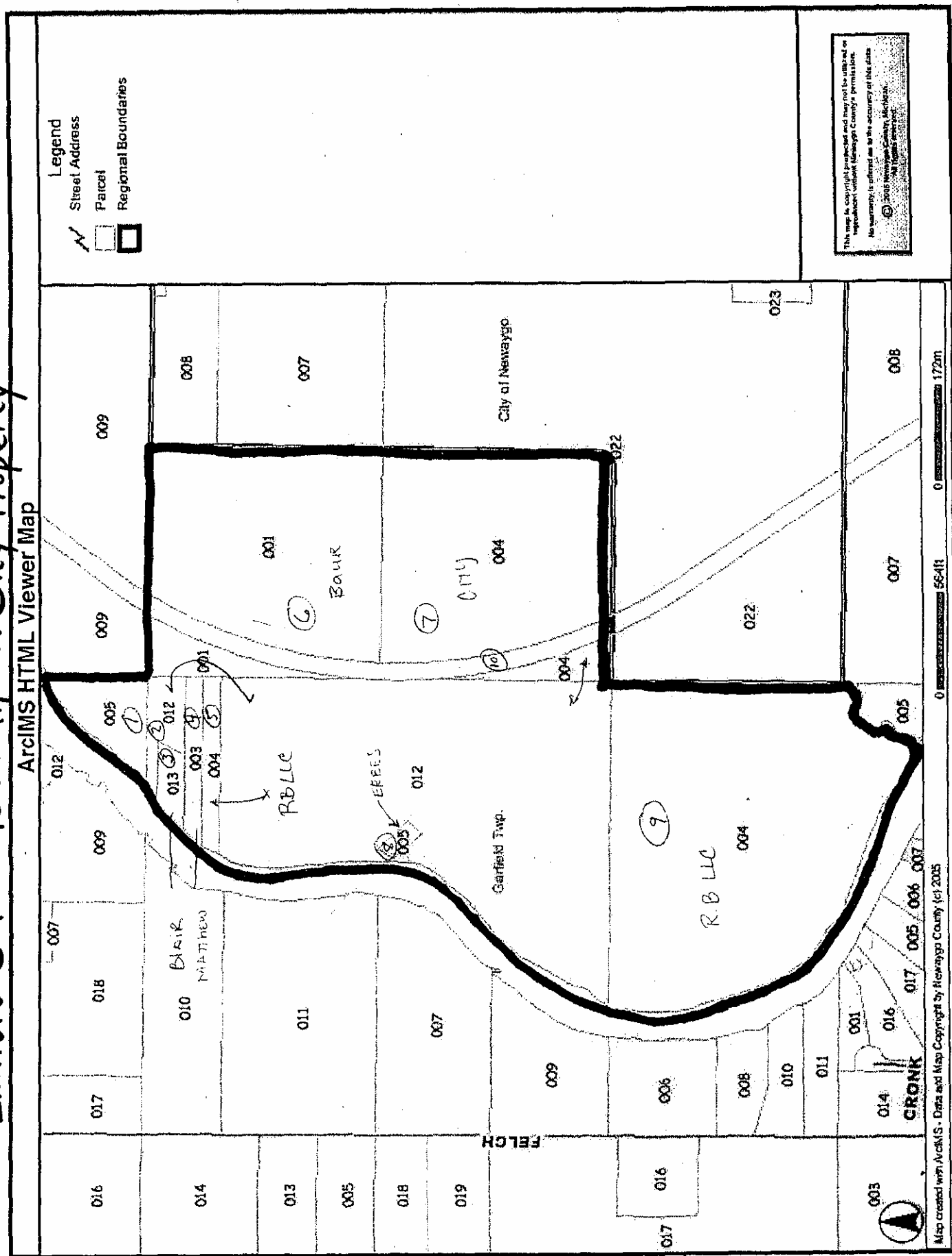
GOVT LOT 2 EXC COM AT SE COR SEC N 340 FT M/L TO N BANK RIV. & POB TH N 820 FT M/L TO C/L CREEK SW'LY ALG CREEK 500 FT M/L TO RIVER SELY ALG RIVER 600 FT M/L TO POB SEC 26 T12N R13W

Permanent Parcel Number 62-80-25-100-001, described as:

Railroad Right of Way

06959 (030) 301276.01

Exhibit C-1 Township-to-City Property



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This is a map of their project, as you can clearly see we are not interfering with their project.

**CITY OF NEWAYGO
NEWAYGO COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
RIVERBANK SPECIAL ASSESSMENT DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Newaygo, Newaygo County, Michigan, has resolved its intention to make certain public improvements in the City (the "Public Improvements") consisting of the following: Improvements consisting of the acquisition and construction of certain capital improvements, including acquisition, construction, and renovation of water and sewer systems, roads and paved pathways including, but not limited to, mobilization, dewatering, tap watermain, trunk watermain, valves, hydrant assemblies, curb stops, manholes, pump stations, force mains, sanitary sewer mains and laterals, culverts, detention basins, clearing and grubbing, station grading, granular fill, aggregate base, HMA paving, and restoration, and related improvements (the "Improvements") located north and west of the wastewater treatment plant of the City, adjacent to Mundy Avenue.

The City has made its final determination of the Riverbank Special Assessment District to consist of the following described lots and parcels of land and against which all or a portion of the cost of the Public Improvements shall be specially assessed:

The following described lots and parcels of land in the City of Newaygo, Newaygo County, Michigan:

Parcel Number	Owner	Assessment
62-18-23-400-005	Newaygo Riverbank LLC	\$ 1,000
62-18-25-100-007	St. Bartholomew Parish	\$567,886
62-18-25-100-001	Newaygo Riverbank LLC	\$ 827,682
62-18-26-200-012	Newaygo Riverbank LLC	\$ 1,223,938
62-18-26-200-003	Matthew Charon	\$1,000
62-18-26-400-004	Newaygo Riverbank LLC	\$566,384
62-18-26-200-004	Newaygo Riverbank LLC	\$1,000
62-18-26-200-005	Paul Erbes	\$1,000

A portion of
62-18-25-100-004 (Portion of
land lying west of the railroad
right-of-way of SW 1/4 NW 1/4
SEC 25 T12N R13W)

City of Newaygo

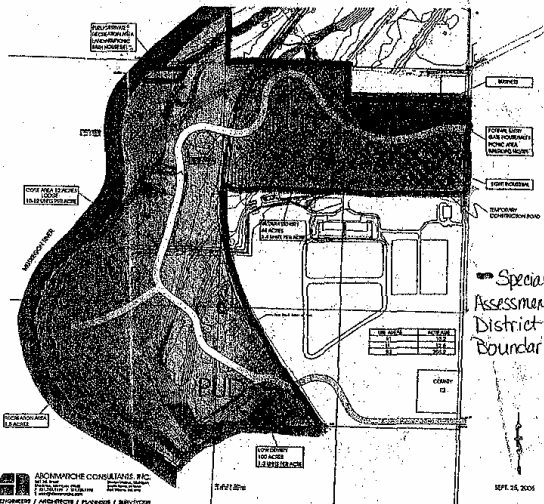
\$1,000

A portion of
62-18-25-100-022 (Portion of
land lying west of the railroad
right-of-way of SE 1/4 NW
1/4 ALSO N 1/2 SW 1/4,
EXC COM N 04D 54M 51S
E 1506.5 FT FR S 1/4 COR,
TH N85D 23M 05S W 466.7
FT TH N 0 04D 54M 51S E
466.7 FT, TH S 85D 23M 05S
E 466.7 FT, TH S 04D 54M
51S W 466.37 FT TO BEG
SEC 25, T12N R13W CITY
OF NEWAYGO)

City of Newaygo

\$207,398

NEWAYGO RIVERBANK



The boundaries of the Special Assessment District are shown on the map attached hereto as schedule 1.

NOTICE IS FURTHER GIVEN that the City Assessor of the City of Newaygo has made and certified a special assessment roll for the Riverbank Special Assessment District which roll sets forth the relative portion of the cost of the Public Improvements which is to be levied in the form of special assessments against each benefited lot and parcel of land in the special assessment district.

HEARING

TAKE NOTICE that the City Council of the City of Newaygo will hold a public hearing on January 8, 2007, at 7:00 p.m. at the City Hall, 28 State Road, Newaygo, Michigan 49337, to review the special assessment roll and to hear and consider any objections thereto.

TAKE NOTICE that appearance and protest at the public hearing is required in order to appeal the amount of the special assessment to the state tax tribunal.

TAKE NOTICE that an owner or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or may file his or her appearance or protest by letter, on or before the close of the hearing.

TAKE NOTICE that any person objecting to the assessment roll is required to file written objections thereto with the City Clerk before the close of said hearing.

TAKE NOTICE that an owner or any person having an interest in the real property may file a written appeal of the special assessment with the State tax tribunal within thirty (30) days after the confirmation of the special assessment roll if the owner or person having an interest in the real property protested the special assessment at the hearing held for the purpose of confirming the roll, and within thirty (30) days after the confirmation of the roll gave written notice of the intention to appeal to the City, stating the grounds on which it is claimed the assessment is illegal.

Michigan Tax Tribunal
P.O. Box 30232
Lansing, Michigan 48909

TAKE FURTHER NOTICE that the special assessment roll as prepared has been reported to the City Council and is on file with the City Clerk for public examination.

This notice was authorized by the City Council of the City of Newaygo.

For further information, please contact:

City Manager
City Hall
28 State Road
Newaygo, Michigan 49337
(231) 652-1657.

Dated: November 13, 2006

Jon Schneider
City Clerk
City of Newaygo

CITY OF NEWAYGO

Newaygo County, Michigan NOTICE OF PUBLIC HEARING

RIVERBANK SPECIAL ASSESSMENT DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Newaygo, Newaygo County, Michigan, intends to make certain public improvements (the "Public Improvements") which shall consist of the following:

Improvements consisting of the acquisition and construction of certain capital improvements, including acquisition, construction, and renovation of water and sewer systems, roads, and paved pathways including, but not limited to, mobilization, dewatering, tap watermain, trunk watermain, valves, hydrant assemblies, curb stops, manholes, pump stations, force mains, sanitary sewer mains and laterals, culverts, detention basins, clearing and grubbing, station grading, granular fill, aggregate base, HMA paving, and restoration, and related improvements (the "Improvements") located north and west of the wastewater treatment plant of the City, adjacent to Mundy Avenue.

The City Council has resolved its intention to proceed pursuant to Chapter 66 of the City Code to make the Public Improvements in the City. The City Council has tentatively determined that some or all the cost of the Public Improvements shall be specially assessed against each of the following described lots and parcels of land, which together comprise the proposed Riverbank Special Assessment District:

Property located in the City of Newaygo, Newaygo County, Michigan, and described by the following parcel numbers:

62-18-23-400-005	62-18-26-200-003
62-18-25-100-007	62-18-26-400-004
62-18-25-100-001	62-18-26-200-004
62-18-26-200-012	62-18-26-200-005

A portion of 62-18-25-100-004 (Portion of land lying west of the railroad right-of-way of SW 1/4 NW 1/4 SEC 25 T12N R13W)

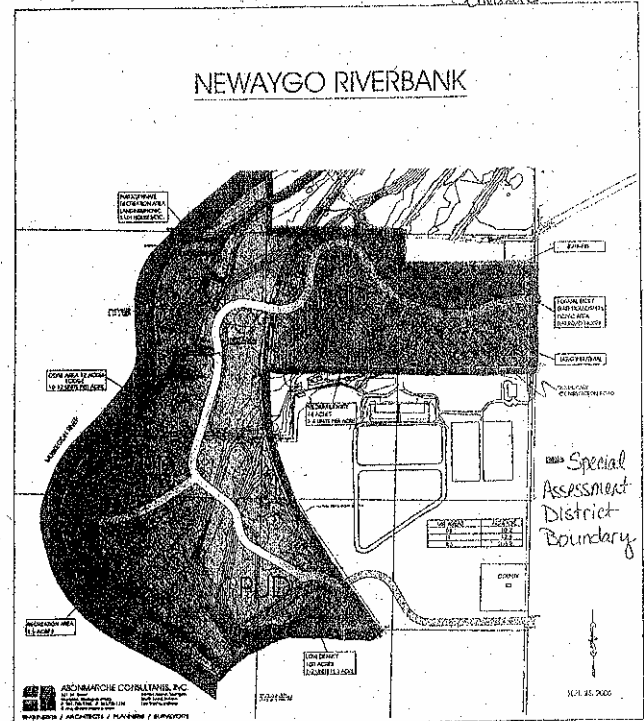
A portion of 62-18-25-100-022 (Portion of land lying west of the railroad right-of-way of SE 1/4 NW 1/4 ALSO N 1/2 SW 1/4. EXC COM N 04D 54M 51S E 1506.5 FT FR S 1/4 COR, TH N85D 23M 05S W 466.7 FT TH N 0 04D 54M 51S E 466.7 FT, TH S 85D 23M 05S E 466.7 FT, TH S 04D 54M 51S W 466.7 FT TO BEG SEC 25, T12N R13W CITY OF NEWAYGO)

The boundaries of the proposed special assessment district are shown on the map attached hereto as Schedule 1.

FIRST PUBLIC HEARING

TAKE NOTICE that the City Council of the City of Newaygo will hold a public hearing on November 13, 2006, at 7:00 p.m. in the City Hall located at 28 State Road, Newaygo, Michigan 49337, to hear and consider any objections to the proposed Public Improvements, the proposed special assessment district, and all other matters relating to the Public Improvements. All interested persons shall be given the opportunity to be heard, after which the City Council may modify the scope of the local public improvements in such manner as it shall deem to be in the best interest of the City as a whole.

TAKE NOTICE that if before the public hearing, objections to the Public Improvements are filed by 35% of the owners of the property to be assessed, a resolution to proceed shall be adopted by the affirmative vote of at least seven members of the City Council, and that if prior to the public hearing, written



objections to the Public Improvements are filed by owners of property in the Special Assessment District which will be required to bear more than 60% of the amount of the special assessment a resolution determining to proceed shall be adopted only if a resolution approved by five or more members of the City Council declares that the Public Improvements are immediately necessary for public health, welfare, or safety.

TAKE FURTHER NOTICE that the plans and estimates of cost for the Public Improvements are on file with the City Clerk for public examination.

PROPERTY SHALL NOT BE ADDED TO THE PROPOSED SPECIAL ASSESSMENT DISTRICT AND THE ORIGINAL ESTIMATE OF COST SHALL NOT BE INCREASED BY MORE THAN 12% WITHOUT FURTHER NOTICE AND PUBLIC HEARING.

SECOND PUBLIC HEARING

TAKE NOTICE that after the public hearing for which this Notice is given, there will be a second public hearing specifically regarding the assessment roll and the assessments against each parcel in the Special Assessment District and that an owner or other person having an interest in the real property must file an appearance and protest at the public hearing on the assessment roll in order to appeal the amount of their assessment to the Michigan Tax Tribunal.

This notice was authorized by the City Council of the City of Newaygo.

FOR FURTHER INFORMATION PLEASE CONTACT:

City Clerk
City of Newaygo
28 State Road
Newaygo, Michigan 49337
Telephone: (231) 652-1657

Dated: October 9, 2006
Jon Schneider, City Clerk
City of Newaygo



State of Michigan,

The Circuit Court for the County of NEWAYGO
In Chancery.

Joseph S. Cox and Minnie M. Cox,
PLAINTIFFS.

vs.

Village of Newaygo, a municipal corporation,
DEFENDANT.

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:

To



Village of Newaygo, a
municipal corporation.

GREETING:

You are hereby notified that a ^{Petition}~~Bill of Complaint~~ has been filed against you in the Circuit Court for the
County of NEWAYGO in Chancery, by Joseph S. Cox and Minnie M. Cox,

as Plaintiffs, and that attached hereunto is a true copy of Plaintiff's ^{Petition}~~Bill of Complaint~~ in said cause and that
if you desire to defend the same, you are required to have your appearance and answer filed therein, in accordance
with the rules and practice of the Court, and the statute in such case made and provided in person or
by Attorney, within fifteen days after service upon you, of this Summons and Copy of said ^{Petition}~~Bill of Complaint~~.
Hereof fail not, under penalty of having said bill taken as confessed against you.

Issued under the seal of the Court, at the Village of White Cloud

the place of holding said Court, this 13th day of January 1942

(Attest) Larry Hooker Clerk.

by _____ Deputy Clerk.

UNDERWRITING: A personal decree is _____ sought against Defendant for separation,
severance and disconnection of and land from the Village of Newaygo,
pursuant to Act 357 of the Public Acts of 1941.

and the bill is filed to reach interests in property, and not to obtain any further relief against the remainder
of the Defendants.

A TRUE COPY

Kathleen Daniels
Deputy Clerk

27th Judicial Circuit Court

J. Donald Murphy
Attorney for Plaintiff S

Business Address White Cloud, Michigan

NOTICE TO PROCESS SERVER: Service of this Summons shall be made on or before the 13th
day of March 1942, and proof of service shall be made and filed within five days
after service or within five days after the above date if service is not obtained.

STATE OF MICHIGAN, }

ss.

I HEREBY CERTIFY AND RETURN, That on the

County of Newaygo day of 14 January 1942.

at Village of Newaygo, Newaygo County, in the State of Michigan,

I served the within Summons personally on Village of Newaygo, a municipal

corporation, by serving a copy of the Petition and Summons upon

D. L. Kelley, President of the Village of Newaygo

Defendant named in said Summons, by then and there, at the place and on the date above mentioned,

delivering to said above named Defendant* a true copy of the said Summons,

inscribed "copy" and subscribed by J. Donald Murphy

Attorney for Plaintiff S., and by showing at the same time to the said above named Defendant

* the said Summons, with the seal of the Court impressed thereon, on which copy

so served was true copy of the Underwriting on the said Summons, and that attached to said copy so

served was a true copy of the Bill of Complaint filed in said cause as is hereto attached.

Dated Jan 14 1942 Chas. Brown Sheriff.

My FEES:—Service - - \$

Travel - - \$

Copies - - \$

Total - - \$ 1.00

NOTE—*Insert, when service is made on more than one Defendant, either at the same time and place or at different times and places, the word "respectively."

STATE OF MICHIGAN, }

ss.

COUNTY OF _____

of the _____ of _____, County of _____

State of Michigan, being duly sworn, deposes and says that on the _____ day of

_____ 19____, at _____

in the State of Michigan, he served the within Summons personally on _____

Defendant named in said Summons by then and there delivering to* said Defendant

a true copy of the said Summons, inscribed "copy" and subscribed by _____

Attorney for Plaintiff _____, and by showing at the same time to

said Defendant the said Summons, with the seal of the Court impressed thereon,

on which copy so served was true copy of the Underwriting on the said Summons, that

attached to said copy so served was a true copy of the Bill of Complaint filed in said cause as is hereto attached.

Sworn to and subscribed before me this _____

day of _____ 19____

Notary Public in and for

County, Michigan.

NOTE—*Insert when service is made on more than one Defendant, the words "each of."

My commission expires _____ 19____

ORIGINAL
3688

No. _____

STATE OF MICHIGAN

THE CIRCUIT COURT

FOR THE

COUNTY OF Newaygo

IN CHANCERY.

S.
Joseph Cox and Minnie M. Cox,
Plaintiff S.

vs.

Village of Newaygo, a municipal
corporation, Defendant

CHANCERY SUMMONS

With Copy of Bill of Complaint

Returned and filed JAN 19 1942

19____

May Hooker
Clerk.

Attorney for Plaintiff

DOUBLEDAY BROTHERS AND COMPANY
KALAMAZOO, MICHIGAN

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

* * * * *

JOSEPH S. COX and MINNIE
M. COX,

Petitioners,

-vs-

VILLAGE OF NEWAYGO, a
municipal corporation,

Defendant.

I
I
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AFFIDAVIT OF NON-APPEARANCE

County of Newaygo,--ss.

J. Donald Murphy being duly sworn, says that he is the Attorney for the Petitioners in this cause, that this deponent has searched the files and records of this Court in the office of the Clerk thereof, and does not find that the Defendant has caused notice of its appearance to be filed or entered in this cause, that said attorney has not received any notice of such appearance, and that this deponent has no reason to believe, and does not believe, that notice of such appearance has been filed or entered in this cause.

Subscribed and sworn to before me, this 3rd day of February,
A.D. 1942.

Marie L. Cordts
Notary Public, Newaygo County, Mich.

My commission expires Jan. 18, 1946

A TRUE COPY

Kerry J. Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

* * * * *

JOSEPH S. COX and MINNIE
M. COX,

P etitioners,

-vs-

VILLAGE OF NEWAYGO, a muni-
cipal corporation,

Defendant.

I
I
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AFFIDAVIT OF REGULARITY

STATE OF MICHIGAN)
County of Newaygo) ss.

J. Donald Murphy, the attorney for the petitioners in the above entitled cause, being duly sworn, deposes and says that the Petition in said cause was filed with the Clerk of this Court, on the 14th day of January, A.D. 1942, by the above named Petitioners against the above named Defendant; that Defendant was personally served with summons on January 14, 1942; that the Petition has been taken as confessed by the said Defendant and that all the proceedings to take said Petition as confessed have been regular and according to the rules and practice of this Court.

J. Donald Murphy
Subscribed and sworn to before me, this 3rd day of February,
A.D. 1942.

Marie L. Cordts
Notary Public, Newaygo County, Mich.
My commission expires Jan. 18, 1946.

A TRUE COPY
Kathryn Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

* * * * *

JOSEPH S. COX and MINNIE
M. COX,

Petitioners,

-vs-

VILLAGE OF NEWAYGO, a
municipal corporation,

Defendant.

I
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ORDER PRO CONFESSO ON
PERSONAL SERVICE OF SUMMONS

On filing Due Proof of personal service of the summons issued in this cause on the defendant therein, on or before the return day thereof, and more than fifteen days having elapsed since the service of said summons on said defendant, and said defendant not having appeared; on motion of J. Donald Murphy, attorney for the Petitioners.

IT IS ORDERED, That the Petition filed in this cause be, and the same hereby is taken as confessed by the said defendant, and that proof of the facts and circumstances charged in said Petition be taken in open Court.

Dated: Feb. 3, A.D. 1942.

J. Donald Murphy
Attorney for plaintiff.

A TRUE COPY

Kathryn J. Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

JOSEPH S. COX, and
MINNIE M. COX,
Petitioners,

-vs-

VILLAGE OF NEWAYGO, a
municipal corporation,
Defendant.

JUDGMENT DECREE

At a session of said Court held at the Court House in the Village of White Cloud, in said County, on the 3rd day of February, in the year of our Lord one thousand nine hundred forty-two.

PRESENT: HONORABLE Fred S. Lamb, Judge of the ~~32~~ Judicial Circuit, presiding by designation.

This cause having been brought on to be heard upon the Petition filed therein, taken as confessed by the defendant, and the proofs having been taken in open Court in accordance with an Order heretofore entered in this cause, to take the proofs of the material facts charged in said Petition in open Court, on reading the Petition and hearing the proofs taken as aforesaid, from which it satisfactorily appears to this Court, and the Court finds as follows:

- (1). That the Petitioners are the owners of said real estate described in the Petition on file in this cause situated within the corporate limits of the defendant, Village of Newaygo.
- (2). That the property described in the Petition constitutes one tract of land lying entirely within the corporate limits of the Village of Newaygo, containing approximately 83.55 acres, no part of which tract is sub-divided into city lots or/and blocks.
- (3). That the property described in the Petition is located on the border or boundary of the Village of Newaygo; that disconnection of the property described in the Petition on file in this cause from the said Village of Newaygo will not result in the

isolation of any part of the said Village of Newaygo from the remainder thereof.

(4). That the property described in the Petition is now and always has been used exclusively for agricultural purposes; that there are no village-owned sewers, sidewalks, highways, water mains, gas mains or other public improvements upon or abutting said property and that the property described in the Petition receives no benefit from being within the corporate limits of the Village of Newaygo and no inequity will be done by ordering its disconnection; that the Village of Newaygo is a body corporate, which, according to the 1930 Federal census had a population of 1160 persons; that according to the 1940 Federal census the Village of Newaygo had a population of 1277 persons.

(5). That the property described in the Petition was not annexed to the Village of Newaygo under the provisions of Act 278 of the Public Acts of 1909, as amended, or Act No. 3 of the Public Acts of 1895, as amended,

THEREFORE, IT IS ORDERED, ADJUDGED, and DECREED, and the Court Doth hereby ORDER, ADJUDGE and DECREE, that the property situated within the corporate limits of the Village of Newaygo, Newaygo County, Michigan, described as GOVERNMENT LOTS Eight and Nine (8 & 9) Section Twenty-four (24), Garfield Township, Newaygo County, Michigan and which property is otherwise described as located within the Village of Newaygo, Michigan, bounded by the center line of Section Twenty-four (24) of Garfield Township of the East; on the South by the Section line between Sections Twenty-four (24) and Twenty-five (25) of Garfield Township; on the West by Section line between Sections Twenty-four (24) and Twenty-three (23), of Garfield Township; and on the North by the Muskegon River, be disconnected from the said Village of Newaygo, and the same hereby is disconnected.

It is further ORDERED, ADJUDGED and DECREED, That the land above described shall not be exempt from taxation for the purpose of paying any bonded indebtedness, contracted prior to the Petition in this cause, by the corporate authorities of the Village of Newaygo, and said land shall be assessed and taxed by the Village

of Newaygo for the purpose of paying such bonded indebtedness, if any, until such indebtedness is completely paid, the same as though not disconnected.

Countersigned:

Harry Hooker
Clerk.

Paul S. Lamb
Circuit Judge 28th Judicial
Circuit of Michigan

A TRUE COPY

Kathryn J. Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN)
) ss.
County of Newaygo)

I, Harry Hooker, Clerk of the Circuit Court for the County of Newaygo, In Chancery, do hereby certify that the above and foregoing is a true and correct copy of a Judgment Decree entered in the above entitled cause in said Court as appears of record in my office; that I have compared the same with the original, and it is a true transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at White Cloud, this ____ day of _____, A.D. 19__.

Clerk.

113/102

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

* * * * *

JOSEPH S. COX and MINNIE M.
COX,

Petitioners,

-vs-

VILLAGE OF NEWAYGO, A
municipal corporation,

Defendant.

PETITION

.....

The petition of the petitioners herein respectfully shows unto
the Court as follows:

I.

That they are residents of the Township of Garfield, County of
Newaygo and State of Michigan, and are the owners of the following
property situated within the corporate limits of the Village of
Newaygo, described as Government Lots Eight and Nine (8 & 9),
Section Twenty-four (24), Garfield Township, Newaygo County, Michi-
gan, which property is otherwise described as located within the
Village of Newaygo, Michigan, bounded by the center line of Section
Twenty-four (24) of Garfield Township on the East; on the South by
the Section line between Sections 24 and 25 of Garfield Township;
on the West by a Section line between Sections 24 and 23 of Garfield
Township; and on the North by the Muskegon River, having acquired
the title to the same on March 12, 1934, by deed recorded March 13,
1934, in Liber 159 of Deeds, page 279, in the office of the Register
of Deeds, Newaygo County, Michigan.

II.

That the defendant is a municipal corporation located within
the County of Newaygo, Michigan.

III.

That the property described in paragraph I. above constitutes
one tract of land lying entirely within the corporate limits of the
Village of Newaygo.

IV.

That the property described in paragraph I. contains approximately 83.55 acres, no part of which tract is sub-divided into city lots or/and blocks.

V.

That the property described in paragraph I. above is located on the border or boundary of the Village of Newaygo; that disconnection of the property above described will not result in the isolation of any part of the Village of Newaygo from the remainder of said Village of Newaygo.

VI.

That the property above described is now and has **always** been used exclusively for agricultural purposes.

VII.

That there are no village-owned sewers, sidewalks, highways, water mains, gas mains or other public improvements upon or abutting said property and that the property above described receives no benefit from being within the corporate limits of the defendant village and no inequity will be done by ordering its disconnection.

VIII.

That the population of the Village of Newaygo, according to the 1940 Federal Census, was 1277 people; that the population of the defendant Village of Newaygo, according to the 1930 Federal Census, was 1160 people.

IX.

That by virtue of the property above described lying within the corporate limits of the defendant Village, the plaintiffs have been compelled to pay a substantial tax to the Village of Newaygo and have received no benefits from said Village of Newaygo in return for the payment of said tax; that the Village of Newaygo has a bonded indebtedness which the petitioners herein offer to pay as the same falls due when assessed upon said property, together with other property owners who are not within the corporate limits of the Village of Newaygo.

X.

That the property above described was not annexed to the Village of Newaygo under the provisions of Act 278 of the Public Acts of 1909, as amended, or Act No. 3 of the Public Acts of 1895, as amended.

XI.

That this petition is brought pursuant to the provisions of Act No. 357 of the Public Acts of 1941, entitled, "An Act to provide for the Disconnection of Land from Cities and Villages; and to Declare the Effect Thereof."

XII.

The petitioners therefore pray:

(1). That they be accorded all the rights and benefits intended for property owners by virtue of the provisions of Act No. 357 of the Public Acts of 1941.

(2). That this Court find that the allegations of this petition are true and that the property described herein is entitled to disconnection and severance from the Village of Newaygo pursuant to statute.

(3). That this Court order the land described in this petition disconnected from the Village of Newaygo, a municipal corporation, on such terms and conditions as may be deemed just and equitable.

Joseph S. Cox

Minnie M. Cox

Petitioners.

J. Donald Murphy
Attorney for Petitioners
White Cloud, Michigan

STATE OF MICHIGAN)
) ss.
County of Newaygo)

A TRUE COPY
Kathy G. Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

On this 13 day of January, A.D. 1942, before me, a Notary Public in and for said County, personally came the above named Joseph S. Cox and Minnie M. Cox and made oath that they have read

the foregoing Petition by them subscribed and know the contents thereof, and that the same is true of their own knowledge, except as to the matters therein stated to be on their information and belief and as to those matters they believe it to be true.

Floyd P. Fry
Notary Public, Newaygo County, Mich.

My commission expires May 31 1948



State of Michigan,

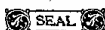
The Circuit Court for the County of Newaygo
In Chancery.

Joseph S. Cox & Minnie M. Cox,
PLAINTIFF S.

vs.

Village of Newaygo, a corporation
DEFENDANT S.

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:
To



Village of Newaygo, a municipal corporation

GREETING:

You are hereby notified that a ^{Petition} Bill of Complaint has been filed against you in the Circuit Court for the
County of Newaygo in Chancery, by Joseph S. Cox & Minnie M. Cox

as Plaintiff S., and that attached hereunto is a true copy of Plaintiff's ^{Petition} Bill of Complaint in said cause and that
if you desire to defend the same, you are required to have your appearance and answer filed therein, in accordance
with the rules and practice of the Court, and the statute in such case made and provided in person or
by Attorney, within fifteen days after service upon you, of this Summons and Copy of said Bill of Complaint.
Hereof fail not, under penalty of having said bill taken as confessed against you.

Issued under the seal of the Court, at the Village of White Cloud
the place of holding said Court, this 16th day of September 19 40.

(Attest) Harry Hooker Clerk.

by _____ Deputy Clerk.

UNDERWRITING: A personal decree is _____ sought against Defendant S. for _____
separation, severance _____ and disconnection of land from the
village of Newaygo, pursuant to Act No. 177 of the Public Acts of
1939

and the bill is filed to reach interests in property, and not to obtain any further relief against the remainder
of the Defendants.

J. Donald Murphy
Attorney for Plaintiff

Business Address _____

White Cloud, Michigan

NOTICE TO PROCESS SERVER. Service of this Summons shall be made on or before the 16th
day of November 19 40, and proof of service shall be made and filed within five days
after service or within five days after the above date if service is not obtained.

A TRUE COPY
of the Bill of Complaint
Filed for the Court
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN, } ss.

COUNTY OF Washtenaw day of Sept 1910

at Ann Arbor in the State of Michigan,

I served the within Summons personally on Harry Hooker

Defendant named in said Summons, by then and there, at the place and on the date above mentioned, delivering to said above named Defendant* a true copy of the said Summons, inscribed "copy" and subscribed by

Attorney for Plaintiff, and by showing at the same time to the said above named Defendant

* the said Summons, with the seal of the Court impressed thereon, on which cop so served w true cop of the Underwriting on the said Summons, and that attached to said copy so served was a true copy of the ^{Petition} Bill of Complaint filed in said cause as is hereto attached.

Dated 19 Sheriff.

My FEES:—Service - - \$

Travel - - \$

Copies - - \$

Total - - \$

NOTE—*Insert, when service is made on more than one Defendant, either at the same time and place or at different times and places, the word "respectively."

STATE OF MICHIGAN, } ss.

COUNTY OF _____ of _____ County of _____

State of Michigan, being duly sworn, deposes and says that on the _____ day of _____ 19____, at _____

in the State of Michigan, he served the within Summons personally on _____

Defendant named in said Summons by then and there delivering to* said Defendant

a true copy of the said Summons, inscribed "copy" and subscribed by _____

Attorney for Plaintiff, and by showing at the same time to _____

said Defendant the said Summons, with the seal of the Court impressed thereon,

on which cop so served w true cop of the Underwriting on the said Summons, that

attached to said copy so served was a true copy of the Bill of Complaint filed in said cause as is hereto attached.

Sworn to and subscribed before me this _____

day of _____ 19____

Notary Public in and for _____

County, Michigan.

My commission expires _____ 19____

NOTE—*Insert when service is made on more than one Defendant, the words "each of."

8688

No. _____

STATE OF MICHIGAN
THE CIRCUIT COURT
FOR THE

COUNTY OF Washtenaw
IN CHANCERY

Joseph S. Lee, et al
Plaintiff.

vs.

Village of Washtenaw
Defendant

CHANCERY SUMMONS
With Copy of Bill of Complaint

Returned and filed Sept 1910

Harry Hooker
Clerk.

Attorney for Plaintiff
DOUBLEDAY BROTHERS AND COMPANY
KALAMAZOO, MICHIGAN

* * * * *

Y
Y
Y
Y
Y
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[illegible]

J Donald Murphy

A TRUE COPY
Kathleen Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

* * * * *

JOSEPH S. COX and
MINNIE M. COX,

Petitioners,

vs.

VILLAGE OF NEWAYGO, a
municipal corporation,

Defendant.

AFFIDAVIT OF NON-APPEARANCE

County of Newaygo. -- ss.

J. Donald Murphy being duly sworn, says that he is the Attorney for the Petitioners in this Cause, that this deponent has searched the files and records of this Court in the office of the Clerk thereof, and does not find that the Defendant has caused notice of its appearance to be filed or entered in this Cause, that said attorney has not received any notice of such appearance, and that this deponent has no reason to believe, and does not believe, that notice of such appearance has been filed or entered in this Cause.

J. Donald Murphy

Sworn to and subscribed before me, this 3rd day of October, A. D. 1940.

Harry Hooker

Notary Public, Newaygo County, Mich.

My comm. expires May 2 1943

A TRUE COPY
Kathleen Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO. IN CHANCERY

* * * * *

JOSEPH S. COX and
WINNIE M. COX,

Petitioners,

vs.

VILLAGE OF NEWAYGO, a
municipal corporation,

Defendant.

AFFIDAVIT OF REGULARITY

STATE OF MICHIGAN)
County of Newaygo) ss.

J. Donald Murphy, the attorney for the Petitioners in the above
entitled Cause, being duly sworn, deposes and says that the Petition
in said Cause was filed with the Clerk of this Court, on the 16th
day of September, A. D. 1940, by the above named Petitioners against
the above named Defendant; that Defendant was personally served
with summons; that the Petition has been taken as confessed by the
said Defendant and that all the proceedings to take said Petition
as confessed have been regular and according to the rules and prac-
tice of this Court.

J. Donald Murphy

Subscribed and sworn to before me, this 3rd day of
October, A. D. 1940.

Harry Hooker

Notary Public, Newaygo County, Michigan

My commission expires May 2 1943

A TRUE COPY

Kathy L. Daniels

Deputy Clerk

27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE
COUNTY OF NEWAYGO, IN OREGON

* * * * *

JOSEPH B. COH and
MICHAEL M. COH,

Petitioners,

vs.

VILLAGE OF NEWAYGO, a
Municipal corporation.

Defendant.

P E T I T I O N

.....

The petition of the petitioners herein respectfully shows
unto the Court as follows:

I.

That they are residents of the Township of Garfield, County
of Newaygo and State of Michigan, and are the owners of the follow-
ing property situated within the corporate limits of the village of
Newaygo described as government Lots eight (8) and nine (9), Section
twenty-four (24), Garfield Township, Newaygo County, Michigan, which
property is otherwise described as located within the village of
Newaygo bounded by the center line of Section 24 of Garfield Town-
ship on the East; on the South by the section line between Sections
24 and 25 of Garfield Township; on the West by a section line be-
tween Sections 24 and 23 of Garfield Township and on the North by
the Muskegon River, having acquired the title to the same on March
12, 1934, which deed was recorded March 13, 1934, in Liber 159,
page 279 in the office of the Register of Deeds, Newaygo County,
Michigan.

II.

That the Defendant is a municipal corporation located within
the County of Newaygo.

2.

III.

That the above described property constitutes one tract of land lying entirely within the corporate limits of the village of Newaygo.

IV.

That the property described above contains approximately 83.55 acres, no part of which tract is subdivided into city lots or/and blocks.

V.

That the property above described is located on the border or boundary of the village of Newaygo, Defendant herein; that disconnection of the property above described will not result in the isolation of any part of the said village of Newaygo from the ^{remainder of} said village.

VI.

That the property above described is now and has always been used exclusively for agricultural purposes.

VII.

That there are no village-owned sewers, sidewalks, highways, water mains, gas mains or other public improvements upon or abutting said property and that the property above described received no benefit from being within the corporate limits of the Defendant village and no inequity will be done by ordering its disconnection.

VIII.

That the village of Newaygo according to the last census possessed a population of upwards of 500 people.

IX.

That by virtue of the property above described lying within the corporate limits of the Defendant village, the Plaintiffs have been compelled to pay a substantial tax to the village of Newaygo and have received no benefit from the village of Newaygo in return.

3.

for the payment of said tax; that the village of Newaygo has a bonded indebtedness which the petitioners herein hereby offer to pay as the same falls due pro rata with other property owners who are now within the corporate limits of the said village of Newaygo.

X.

That the property above described was not annexed to the village of Newaygo under the provision of Act No. 278 of the Public Acts of 1909 as amended or Act No. 3 of the Public Acts of 1895 as amended.

XI.

That this petition is brought pursuant to the provision of Act No. 177 of the Public Acts of 1939 entitled, "An act to provide for the disconnection of land from cities and villages; and to declare the effect thereof."

XII.

Petitioners therefore pray:

First: That they be accorded all the rights and benefits intended for property owners by virtue of the provision of Act No. 177 of the Public Acts of 1939.

Second: That this Court find that the allegations of this petition are true and that the property described herein is entitled to disconnection and severance pursuant to the provision of Act No. 177 of the Public Acts of 1939.

Third: That this Court order the land described in this petition disconnected from the village of Newaygo, a municipal corporation, on such terms and conditions as may be deemed just and equitable.

Joseph A. Cox

Minnie M. Cox

Petitioners

J. Donald Murphy
Attorney for Petitioners
White Cloud, Michigan

A TRUE COPY

Kathryn J. Daniels
Deputy Clerk
27th Judicial Circuit Court
Newaygo County, Michigan

STATE OF MICHIGAN }
County of Newaygo } ss.

On this _____ day of September, A. D. 1940, before me a
Notary Public in said county, personally came the above named
Joseph S. Cox and Minnie M. Cox and made oath that they have read
the foregoing petition by them subscribed and know the contents
thereof and that the same is true of their own knowledge except
as to those matters therein stated to be on their information and
belief and as to those matters they believe them to be true.

Harry Hooker
Notary Public in and for Newaygo
County, Michigan

My comm. expires May 2, 1943.

This is where ~~Garfield~~ Township is annexing city property back to the township, or some kind of a land swap. I don't understand it yet.

04/07/07

We the undersigned property owners request permission to annex into Garfield Township jurisdiction. The properties currently lie within the incorporated limits of the City of Newrygo.

Due to the rural atmosphere of this area we feel that we would be better served by the township zoning now and in the foreseeable future.

18-24-100-005, 154 W. Bridge
st. Martin A. Schaub

18-24-176-008

172 Bridge St

18-24-100-003

18-24-176-007

Kirk Hadley

18-24-176-005

18-24-100-004

18-24-300-001

Natiana Carpenter
553 W Savell St.

18-24-100-002

Conrad Vandulust

Sunstrum, Nicole S (DLEG)

From: Laurie Kelly [LaurieKelly@LWR.COM]
Sent: Friday, March 16, 2007 2:45 PM
To: Sunstrum, Nicole S (DLEG)
Cc: jons@newaygocity.org
Subject: City of Newaygo's Criteria Questionnaire

Hello Nicole,
Attached please find Newaygo's criteria questionnaire (short version). The Deputy City Manager, Jon Schneider, will be submitting the long version of the City questionnaire separately. Please feel free to follow up if you have any questions.

Thank you.
Laurie Kelly
<<Newaygo Criteria Questionnaire.DOC>>
Laurie J. Kelly
LAW, WEATHERS & RICHARDSON, P.C.
800 Bridgewater Place
333 Bridge Street N.W.
Grand Rapids, MI 49504-5320
(616) 459-1171
E-mail: LaurieKelly@lwr.com
Direct dial: (616) 732-1753
Direct fax: (616) 913-1253

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STATE BOUNDARY COMMISSION

ACT 191

CRITERIA QUESTIONNAIRE

FOR ANNEXATION

**BOUNDARY COMMISSION QUESTIONS
FOR
DEVELOPING PUBLIC HEARING INFORMATION**

1. a) Why is annexation necessary or desirable at this time?

The area proposed for annexation is physically isolated from Garfield Township, being bordered by the Muskegon River to the north and City land to the east, south and west. It is assessable only via Newaygo's Main Street.

In recent years, various property owners within this area have approached the City of Newaygo seeking municipal services, particularly water and sewer service, which Garfield Township is unable to provide. In 2006, a developer unveiled an extensive 4.3 million dollar multi-use project for this area, known as the Riverbank project, to include condominiums, a lodge, and a barrier-free public trail overlooking the Muskegon River. The project is not possible without City zoning, extensions of City streets, and public services such as City water and sewer. Even utility lines such as gas and eclectic will have to come through the City.

- b) Have you reviewed other alternatives that might accomplish your goals without annexation?

Alternatives to annexation have been attempted. Efforts to enter into an intergovernmental agreement, including an Act 425 agreement, have failed. A 425 agreement proposed in 2005 was defeated via a referendum. There is no reason to believe that additional negotiations will yield a different result. Also, it is questionable whether a 425 agreement is appropriate, given that the area is so physically isolated from the Township, and that only the City is in a position to provide the services needed for the Riverbank project.

c) What are these alternatives?

The alternative of using a 425 Agreement is discussed in subsection b above. An intergovernmental agreement is not an option for the reasons set forth in subsection d below.

d) Why were they rejected?

Certain Township residents consistently oppose a 425 agreement. The Township and the City do not have a history of intergovernmental agreements, and the City has a long-standing policy of not extending city services beyond city jurisdiction.

2. a) If annexation is accomplished, will the existing land use change?

Yes, the land will be developed for multiple uses as a planned unit development. Mixed uses are planned, including commercial and residential projects and a public trail.

b) If yes, how will it change?

Significant infrastructure will be added, including roads, public water and sewer systems, and utilities. A variety of residential uses will emerge: i.e., condominiums and detached housing. Commercial development will also take hold. The Lodge will provide a community gathering point, and the riverbank project as a whole will serve as a destination point to the betterment of the greater community. A public trail, complete with various lookout nodes, will provide a valuable public asset and make vistas of the Muskegon River accessible to all.

c) How soon can this change be expected?

Preliminary plans for the Riverbank project are underway, including due diligence efforts. Construction is set to begin in September 2007.

3. At this time, what governmental services are provided to the area proposed for annexation?

Public water and sewer are not available through Garfield Township. The County Sheriff Department provides police protection. It is believed that the existing gravel drive receives limited or no county road services.

4. a) What new or additional governmental services do you expect to be made available if the land is annexed?

It is expected that road improvements, street lighting, storm drainage, public water and sewer service, and city police and improved fire protection will be made available if the land is annexed.

- b) Are these available without annexation?

There are no plans or policies in place to extend these municipal services without annexation.

- c) From whom?

The municipal services set forth in subsection a would be made available by the City.

- d) Under what conditions?

It is likely that special assessment districts will be utilized to defray the costs of some of the services provided.

5. If the annexation were approved, what would be the impact on the city, the township, and the greater community?

The Riverbank project will benefit the City and the Township by serving as a destination point, attracting new businesses, residents, tourists and visitors. The tax revenues generated by the project will benefit the local, county and state governments. The project will also bring public recreational amenities to existing residents. In particular, a public trail will provide access to vistas of the Muskegon River, with opportunities for fishing, biking, picnicking and pedestrian walkways. An important natural resource will be utilized in an environmentally responsible manner.

6. If the annexation were denied, what would be the impact on the city, the township, and the greater community?

The future of the Riverbank project depends on annexation. The City, Township and the greater community will be negatively impacted if the project does not go forward because annexation is denied. The negative impacts include forgoing economic growth, planned development, ecologically sound use of natural resources, and a missed opportunity for cost effective infrastructure development.

Sunstrum, Nicole S (DLEG)

From: Jon Schneider [jons@newaygocity.org]
Sent: Friday, March 16, 2007 3:17 PM
To: Sunstrum, Nicole S (DLEG)
Cc: Laurie Kelly
Subject: Criteria Questionnaire

Nicole,

Attached is the Criteria Questionnaire (long version) completed by the City of Newaygo and also many other attachments requested in the questionnaire.

If you have any questions, let me know.

Jon Schneider
City of Newaygo
Deputy City Manager
City Clerk
231-652-1657 x11

ACT 191
CRITERIA QUESTIONNAIRE
FOR ANNEXATION

BOUNDARY COMMISSION QUESTIONS
FOR
DEVELOPING PUBLIC HEARING INFORMATION

(The term "unit" is used throughout this questionnaire and is intended to mean either your township, city or village)

I. POPULATION

- A. Total population of your unit for each of the following dates:

1980: 1,271 1990: 1,336 2000: 1,670

- B. Give an estimate of the population in the area proposed to be annexed on the date the petition was filed with the Commission.

9

If the Commission expanded the area under consideration please include a separate estimate for that area _____.

II. POPULATION DENSITY AND LAND AREA

- A. Give the total number of acres or square miles in your entire unit.

(1) Total number of acres 2,346 or square miles _____.

(2) Density for 2000 0.71 popu/acre or _____ popu/sq.mile.

- B. Give the total number of acres or square miles in the area proposed to be annexed and the population for 2000. *If the Commission expanded the area for consideration please include separate figures for that area.*

Acres 75.9 or sq. mi. _____ and population 9 in area proposed for annexation.

Acres _____ or sq. mi. _____ and population in expanded area.

III. LAND USE

- A. Enclose a copy of the long range plan for your unit or larger area (e.g. comprehensive Master Plan, Land Use Plan, Growth Management Plan). If there is not one for your unit of government, include county plan or other. Please list enclosures: City Master Plan 2004.

B. Development

1. Does your unit provide special incentives (tax-abatement, low interest rates) to homeowners, builders, or developers to locate in your area?

Yes ☒ No ☐

2. If yes, describe: IFT for jobs

3. Give the quantity and location of any of the following types of development either planned, under construction, or completed within your unit during the last three years.

	PLANNED	UNDER CONSTRUCTION	DATE COMPLETED	SECTION OR EXACT LOCATION	# DWELLING UNITS AT BUILD OUT
Apartment Bldgs.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Standard Housing Subdivisions	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Condominium Subdivisions	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Mobile Home Parks	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Commercial Centers	<u> </u>	<u> </u>	<u>2004</u>	River Run Center	<u>6</u>
Industrial Parks	<u> </u>	<u> </u>	<u>2006</u>	Newaygo Bus. Ctr	<u>7</u>
Other: <u>Apts</u>	<u> </u>	<u> </u>	<u>2003</u>	<u>Pine Lake Drive</u>	<u>42</u>

C. Zoning

1. Does your unit have a zoning board or commission? Yes ☒ No ☐.

If yes, under what public act? Municipal Planning Act 285 of 1931.

If yes, enclose a copy of the zoning ordinance and map.

If yes, describe the stage to which it this progressed?

If no, enclose the governing county zoning map and ordinance.

Is your unit in the process of initiating a zoning ordinance? Yes ☐ No ☐.

2. Has the area proposed for annexation been zoned? Yes ☒ No ☐.

If yes, for what purposes? The township currently has it zoned residential.

If the Commission expanded the area under consideration what is the zoning for that area? _____.

3. Is any portion of the area proposed for annexation being considered for rezoning? Yes x No ____.

If yes, describe the proposed change.

If annexed into City, a portion of it would likely become a planned unit development or commercial.

4. List below the acreage of the land zoned in your unit:

<u>USE</u>	<u>NUMBER OF ACRES ZONED</u>	<u>NUMBER OF ACRES USED AS ZONED</u>
RESIDENTIAL	1525	915
COMMERCIAL	235	176
INDUSTRIAL	375	300
AGRICULTURAL	<u>0</u>	<u>0</u>
OTHER: PUD	211	4

IV. STATE EQUALIZED VALUATION

Give the S.E.V. of your unit for the last three years. Start with present year:

<u>A. REAL PROPERTY</u>	2006	2005	2004
Residential	\$22,802,800	\$22,780,900	\$21,545,200
Commercial	\$19,359,400	\$18,201,900	\$17,186,100
Industrial	\$7,108,900	\$7,008,700	\$7,034,100
Agricultural	\$ _____	\$37,500	\$ _____
Developmental	\$ _____	\$ _____	\$ _____
Timber Cutover	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____
TOTAL	\$49,271,100	\$48,029,000	\$45,802,900

B. PERSONAL PROPERTY	2006	2005	2004
Residential	\$ _____	\$ _____	\$ _____
Commercial	\$3,775,700	\$3,683,000	\$3,444,000
Industrial	\$7,599,100	\$8,731,700	\$9,267,500
Agricultural	\$ _____	\$ _____	\$ _____
Developmental	\$ _____	\$ _____	\$ _____
Timber Cutover	\$ _____	\$ _____	\$ _____
Utilities	\$1,231,500	\$1,216,100	\$1,185,000
TOTAL	\$12,606,300	\$13,630,800	\$13,896,500

C. Give the current **equalization factor for your unit**: 2006: 1.0000.

D. Give the most recent year's **state equalized valuation for the area proposed for annexation**. \$1,397,500.

If the Commission expanded the area, give the S.E.V. for that area:

\$ _____.

V. ALLOCATED AND VOTED MILLAGE RATES FOR THE LAST 3 YEARS

Example: General Fund 1.00 Mills
 Debt Retirement 2.00 Mills
 Pension Fund .50 Mills
 TOTAL 3.50 Mills

Start with the present year: **2006**

<u>Unit Millage</u>		<u>County Millage</u>		<u>School Millage</u>	
Purpose	Amount	Purpose	Amount	Purpose	Amount
City	18.85	County	5.385	SET	6.00
Library	.9834	RD Patrol	.9245	Sch Debt	7.00
Fire	.87175	COA	.4622	Sch Oper	18.00
_____	_____	Vets	.0921	ISD	6.0765
TOTAL	20.70515	TOTAL	6.8646	TOTAL	37.0765

2005

<u>Unit Millage</u>		<u>County Millage</u>		<u>School Millage</u>	
Purpose	Amount	Purpose	Amount	Purpose	Amount
City	18.85	County	5.3983	SET	6.00
Library	.9834	RD Patrol	.9245	Sch Debt	7.00
Fire	.90805	COA	.4622	Sch Oper	18.00
_____	_____	Vets	.0921	ISD	6.0765

TOTAL	20.74145	TOTAL	6.8771	TOTAL	37.0765
2004					
<u>Unit Millage</u>		<u>County Millage</u>		<u>School Millage</u>	
Purpose	Amount	Purpose	Amount	Purpose	Amount
City	18.85	County	5.4573	SET	6.00
Library	.9834	RD Patrol	.9346	Sch Debt	7.00
Fire	.91248	COA	.4673	Sch Oper	18.00
		Vets	.0932	ISD	5.7306
TOTAL	20.74588	TOTAL	6.9524	TOTAL	36.7306

VI. TOPOGRAPHY / NATURAL BOUNDARIES / DRAINAGE BASINS

- A. Check any unusual or restrictive topographic features which could inhibit the use or development of the area proposed to be annexed.

<input type="checkbox"/> Extreme changes in elevation	<input type="checkbox"/> Wetlands
<input type="checkbox"/> Perk test failure	<input type="checkbox"/> Bedrock near the surface
<input type="checkbox"/> Flood plain	<input type="checkbox"/> Prime agricultural land
<input type="checkbox"/> Drainage basin	<input type="checkbox"/> Other _____

- B. How does this proposed annexation relate to natural boundaries and drainage basins? (Include aerial map if available)
The parcels are isolated from the Township by the Muskegon River.

VII. BOUNDARY HISTORY

- A. 1. During the past 10 years, has your unit been involved in any proposed detachments, annexations, incorporations, or consolidations?

Yes ☒ No ☐

2. If yes, list the following for each case (attach extra sheets if necessary):

TYPE OF ADJUSTMENT PROPOSED: annexation
(detachment, annexation, incorporation, consolidation)

REQUEST INITIATED BY: city council
(registered electors, property owners, city council, township board)

DATE REQUEST FILED: 9/22/06

DATE OF DECISION: 2/15/07

DECIDED BY: State Boundary Commission

(referendum, County Commission resolution, City Council resolution, City/Township mutual resolutions, State Boundary Commission action, Circuit Court, other court)

FINAL DECISION: __Petition deemed not legally sufficient__

- B. Of those annexations accomplished, are these areas receiving all the city's services? Yes __ No __
No annexations in past 10 years ____

If no, list the areas not receiving services and the services they lack:

- C. Does your unit have any joint policies or agreements with adjacent units of government? Yes x No __

If yes, explain: Fire District, Recreation Authority, District Library

VIII. PAST AND PROBABLE FUTURE GROWTH & DEVELOPMENT

- A. How many building permits for the following categories have been issued by your unit of government within the last 3 years?

3 Industrial 15 Single Residential Units
2 Commercial 1 Multiple Housing Structures

- B. Business development

1. How many new businesses opened in the last 5 years? 20
How many new jobs were created? 100

2. How many businesses expanded their operations in the last 5 years? 7

How many new jobs were added? 60

3. How many businesses reduced their operations in the last 5 years? 2
How many jobs were lost? 5

4. How many businesses moved or closed their operations in the last 5 years? 3
How many jobs were lost? 10

- C. Have any special studies been conducted in your area regarding the general economic situation? Yes x No ____ In Process ____
If yes, enclose copy. City Master Plan

- D. Which of the following development tools serve your unit?
x Economic Development Corporation (PA 338, 1974)

- ☒ Local Development Finance Authority (PA 218, 1986)
☒ Tax Increment Finance Authority (PA 450, 1980)
☐ Downtown Development Authority (PA197, 1975)
☐ Shopping Center Redevelopment Area (PA 120, 1961)
☐ Empowerment Zone/Enterprise Community/Enterprise Zone
☒ Local Revolving Loan Fund
☒ Other Principal Shopping District (PSD)

IX. NEED FOR ADDITIONAL PUBLIC SERVICES

- A. What additional services not presently available do your unit, residents and/or property owners feel are necessary in the area proposed for annexation?

	SERVICE	DATE IT CAN BE AVAILABLE
1.	<u>water</u>	<u>2007</u>
2.	<u>sewer</u>	<u>2007</u>
3.	<u>storm</u>	<u>2007</u>
4.	<u>lighting</u>	<u>2007</u>
5.	<u></u>	<u></u>

- B. Of the services listed above, which ones will be difficult to provide?

none

Why?

X. PROBABLE EFFECTS OF PROPOSED ANNEXATION ON THE COST AND ADEQUACY OF SERVICES

- A. If annexation takes place, how will the change of boundaries affect the receiving unit of government?

Reduce problems, for example, police calls, infrastructure around properties, zoning inconsistencies.

- B. If annexation takes place, and public services are improved in the area annexed, what additional cost will the annexed area incur and how adequate will those services be?

As they hook up (as needed), there will be costs for their connection.

- C. If annexation takes place, what will be the financial effect on the remaining area from which the annexation area is removed?

Positive, will be consistent with everything around it; infrastructure can go direct; more efficient policing.

- D. If annexation takes place, what will be the financial effect on the annexation area?

Pay their share of City services; property values increase; better aesthetics

XI. PUBLIC SERVICES

A. Public Water

1. Does your unit provide public water service? Yes ☒ No ☐
2. If yes, who owns the water treatment plant(s)? City of Newaygo
3. If the water treatment plant does not belong to your unit, has your unit purchased a utility equity in the water system? Yes ☐ No ☐
4. How many public water customers does your unit have? 627
5. Give the number of homes and also the section numbers in which public water is not available: No. of homes _____ Section No. _____
6. Maximum capacity of your public water system is 720,000 gallons per day.

Average present usage is 276,000 gallons per day;
38 % of capacity.
7. Is your unit under orders or has it been cited by the Michigan Department of Community Health, the Michigan Department of Environmental Quality, the Michigan Water Resources Commission, or any other state or federal agency? Yes ☒ No ☐
8. If yes, give the nature of the orders or citations and what actions have been taken In the summer months during heavy sprinkler usage, the City's water system reaches peak flow rates. The DEQ has requested the City mitigate this issue. In response, the City is planning to install an additional well and water tower. This will increase the flow rate and capacity of the City's water system.
9. Does your unit serve public water to the area proposed to be annexed? Yes ☐ No ☐ Part ☐
10. If not, how near to the area proposed for annexation are water mains of a size adequate to serve the area? Adjacent to area, ready to be extended.
11. How is your public water system financed?
☐ General obligation bonds ☒ Tap-in fees (amount: \$ _____)
☐ Special assessments ☐ Other _____

☒ Revenue Bonds

12. What is the cost per linear foot to install water lines in the street?

\$ 56

What is the cost per linear foot to extend lines on site? \$ 18

13. If public water service is not available, what other types of water services are available to residents? private well

14. Have any governmental agencies placed any restrictions on adding new customers to your public water system?

Yes No ☒

If yes, describe these restrictions:

15. Are there any plans to expand your water system? Yes ☒ No

16. If yes, what sections or areas will receive services? Annexed area will receive services as well as area south of proposed annexation

17. How many new customers are expected to be served? 600

18. What is the estimated total number of customers who will ultimately be served following this expansion? 1227

19. This expansion is:

☒ under study under contract under construction

20. Estimated date service will be available: Summer/Fall 2007

21. What charges do customers within your unit pay to receive public water?
\$14.20 + \$2.00/1,000 gallons

22. If water is purchased under contract, do customers outside the unit pay the same rate as those within the unit providing the service?

Yes No No current contracts

If no, what charges do customers outside the unit pay to receive public water? \$

23. Are special charges made in lieu of an assessment? Yes No ☒

If yes, what is the amount? \$

24. What must customers outside the providing unit do to receive this public water? Customers outside the providing unit do not receive public water unless they become part of the City.

25. If annexation does not occur, how soon would the area proposed for annexation receive public water services? Never

1. Does your unit provide sanitary sewer service? Yes x No
2. If yes, who services the treatment plant? City of Newaygo
3. If the sewage treatment plant does not belong to your unit, has your unit purchased a utility equity in the sewer system? Yes No
4. How many sewer customers does your unit serve now? 496
5. How many homes in your unit do not have sewer hookups available: 100;
in what sections or areas: North of Muskegon River
6. What is the highest level of wastewater treatment being provided:
Primary x Secondary Tertiary
7. What methods of waste water treatment are being used?
(Check all that apply.)
 Activated Sludge Rotating Biological Contactors or Disks
x Lagoons Groundwater Discharge Mound
x Sand Filter Sequencing Batch Reactors
 Trickling Filter Other
8. Where does the waste water treatment plant discharge its effluent?
Surface water (Name/Location) Muskegon River, Newaygo
Ground infiltration (Name/Location)
9. Maximum capacity of the sewer system is 400,000 gal/day.
10. The average usage is 230,000 gal/day; 57 % capacity.
11. Does your sewer ordinance require residents to hook up? Yes x No
If yes, how near does the sewer line have to be? 200 feet.
12. Does your unit provide sanitary sewer service to the area proposed for annexation? Yes No x
13. If not, how near to the area proposed to be annexed are sewer lines of a size adequate to serve the area? immediately adjacent
14. How is your sewer system financed?
 General obligation bonds x Tap-in fees (amount \$)
 Special assessments Other:
x Revenue bonds
15. What is the cost per foot for installation of sewer lines in the street?
\$ 103

What is the cost per foot for extension on site? \$__177__

16. Are you under orders to improve your waste water treatment?

Yes ___ No x

If yes, describe: _____

17. Are there plans to expand the sewer system? Yes x No ___

18. If yes, what sections or areas will receive services? Annexed area will benefit and area south of proposed annexation. _____

19. Have you received approval from the involved state agencies for expansion of the sewer system? Yes ___ No x

20. What is the estimated total number of customers who will ultimately be served by this expansion? __600__

21. This expansion is x under study ___ under contract ___ under construction

22. Estimated date service will be available: __Summer/Fall 2007__

23. What do customers within your unit pay to receive sewer service?
\$14.00 + \$2.75/1,000 gallons

24. If sewer service is purchased under contract, do customers outside the unit pay the same rate as those within the unit providing the services?
Yes ___ No ___ No current contracts.

If no, what charges do customers outside the unit pay to receive sewer service? \$ _____

25. Are special charges made in lieu of an assessment?

Yes ___ No x

If yes, what is the amount? \$ _____

26. What must customers outside the providing unit do to receive this sewer service? __Customers outside the providing unit do not receive public sewer unless they become part of the City.

27. If annexation does not occur, how soon would the area proposed for annexation receive sewer service? __Never__

C. Fire Protection

1. Fire protection for your unit is provided:

___ by your own department

___ under contract from another unit:

x by the __Newaygo__ Fire District which serves the following units:

___Brooks Twp, City of Newaygo, and part of Garfield Twp___

2. Underwriters rating: __7__

3. What is the composition of the fire department that provides fire protection to your unit?

Number of fire fighters on force: Full-time 0 Volunteer 35

4. How is the fire department financed?

☒ Special Assessment ☐ Charge for each fire run
☐ General obligation bonds ☐ General operating funds
☐ Other _____

5. Who provides fire protection to the area proposed for annexation?

☐ Same as above _____ Underwriters rating: _____

6. If the annexation is approved, who would provide fire protection?

_____ Same as above _____

7. How near is the fire station now providing fire protection to the area proposed for annexation? Within one mile _____

8. If the annexation is approved, how near would the fire station providing fire protection be? ☐ Same as above _____

D. Police Protection

1. Police protection for your unit of government is provided:

☒ by your own department
☐ by the county sheriff
☐ under contract from another unit: _____
☐ from the _____ Joint Service District which serves the following units: _____

2. What is the composition of the police department?

Full-time officers 4 Part-time officers 6

3. How is the police department financed?

☐ Special Assessment ☐ Charge for each police run
☐ General obligation bonds ☒ General operating funds
☐ Other _____

4. Who provides police protection to the area proposed for annexation?

☐ County _____

5. If the annexation is approved, who would provide police protection?
____ City of Newaygo _____
6. How near is the police station which now provides police protection to the area proposed for annexation? ____ 10 miles _____
7. If the annexation is approved, how near would be the police station which provides police protection? _____ 1 mile _____

E. Garbage Collection

1. Does your unit provide garbage collection service?
☒ Yes; this service is provided by
____ your unit (direct operation).
☒ your unit via contract with private firm.
____ Your unit via an intergovernmental or regional contract.
____ No; this service is provided by private arrangements between residents and property owners with individual haulers.
____ No; this service is not available.

If the answer to 1 was "Yes" respond to the following (2 - 5):

2. How many homes are served? __ 500 ____
3. Does this service include the area proposed to be annexed?
Yes ____ No ☒
4. How often is the pickup made? ____ weekly _____
5. How is the service financed?
____ Special Assessment
____ Each homeowner billed for service by governmental unit
____ General operating funds
☒ Paid by resident to individual hauler

F. Street Lights

1. Does your unit have a street light program? Yes ☒ No ____
2. If yes, how is the program financed? ____ General Fund, TIFA ____

G. Library Service

1. Does your unit provide library service? Yes ☒ No ____
2. If yes, it is: ____ unit operated ____ county wide ☒ area wide.

H. School District __ Newaygo Public Schools _____

I. Other services available to your unit's residents:

TYPE OF SERVICE	FURNISHED BY UNIT OR ON CONTRACT?	METHOD OF FINANCING
1. Storm Drains	Unit	Local / Major Streets
2. Leaf Pick Up	Unit	General Fund
3. Bulky item pick up	Unit	General Fund
4. Brush Pick up	Unit	General Fund
5. Street Cleaning	Unit	Local / Major Streets
6. Snow Plowing	Unit	Local / Major Streets

XII. FINANCIAL ABILITY TO PROVIDE AND MAINTAIN SERVICES TO AREA

A. What major capital improvements have taken place in your unit in the last five years, and how were they financed?

IMPROVEMENT	FINANCED
1. Streetscape	MDOT, TIFA
2. Parking Lots	CDBG, TIFA
3. Parks	Grants, TIFA, In-kind
4. Paved Streets	TIFA
5. Sidewalks	TIFA
6. Water/Sewer mains	RD Grant, bond
7. Manholes	RD Grant, bond
8. Cemetery Improvements	Donations, Gen Fund
9. Loomis Lodge	TIFA
10. Amphitheatre	TIFA, Grant

B. Does your unit of government have application for bonds before the Michigan Municipal Finance Commission? Yes ___ No x

If yes, state the kind of bond, purpose, total amount of bonded indebtedness and the maturity date:

KIND	PURPOSE	AMOUNT	MATURITY DATE
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

C. Indebtedness related to annexation area.

1. Does your unit of government have any bonded indebtedness in place or in process that affects the area proposed for annexation?

Yes x No ___

a. If yes, state the following about the debt:

KIND	PURPOSE	AMOUNT	MATURITY DATE
<u>SA/Cap Impr</u>	Public Infra	\$3,830,000	<u>15 Years</u>
_____	_____	_____	_____

- b. If **yes**, attach copies of any "Order of Approval" issued to your unit by the Municipal Finance Commission that relate to bonds for sewer or water facilities serving the annexation area and include copies of maps describing the physical location of the sewer and water lines.

City has qualified status (See attached letter). Issuance of bonds in progress. Debt relates to area adjacent to proposed annexation area. Infrastructure will improve accessibility and quality of services available to proposed annexation area. (i.e. looping of water mains)

2. Has your unit incurred any other liabilities relating to the area proposed for annexation? Yes ___ No x

If **yes**, describe the liabilities and their value (\$).

3. Has your unit signed any other contractual agreements affecting the area proposed for annexation? Yes ___ No x

If **yes**, list the agreements and include copies.

4. Has your unit accumulated any assets attributable to the area proposed for annexation? Yes ___ No x

If **yes**, describe the assets and their values(\$).

5. What percent of your total sanitary sewer, public water, storm drainage and other utility exist in the area proposed for annexation?

___ % sewer	___ < 1 ___ % public water
___ % storm drainage	___ < 1 ___ % other ___ Road ___

XIII. GENERAL EFFECT UPON COMMUNITY OF PROPOSED ACTION

- A. What is the position of your government officials on this proposed annexation?
Long over due according to City and Township officials. City unanimously in favor. Costs too much to run infrastructure around these islands of Twp within the City.
- B. What is the position of the affected residents of the proposed area for annexation towards this petition?
The residents must answer this question.
- C. What is the position of your constituents towards this petition?
Very favorable. Long over due. Don't understand why they are not part of City.

XIV. WHAT IS THE RELATIONSHIP OF THE PROPOSED ANNEXATION TO ANY ESTABLISHED TOWNSHIP, VILLAGE, CITY, COUNTY OR REGIONAL LAND USE PLAN?

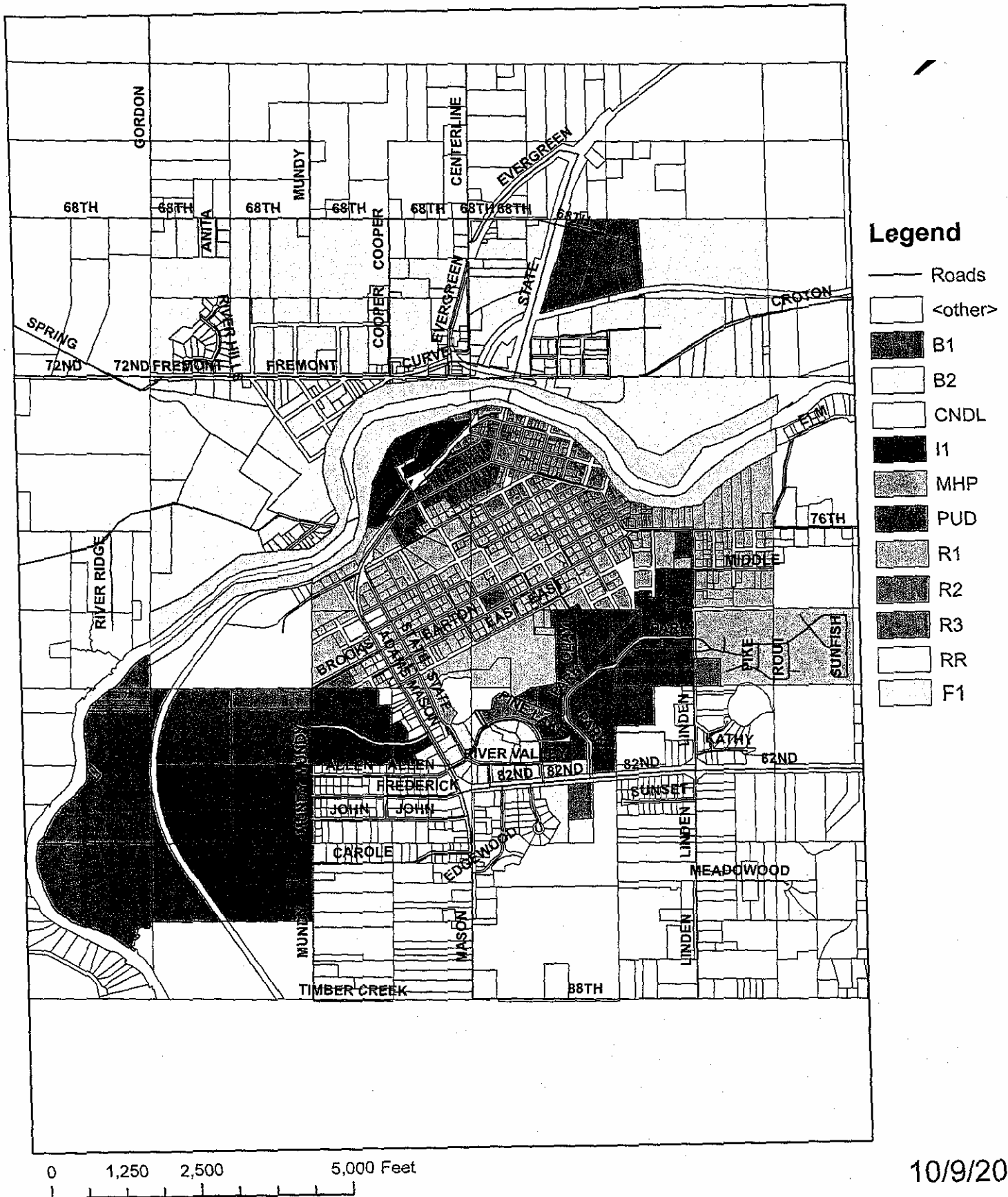
Very compatible. Agreeable to neighboring governments.

List the people who completed this questionnaire:

Name	Title	Telephone (include area code)
Rich Blachford	City Manager	231-652-1657 x13
Jon Schneider	City Clerk	231-652-1657 x11
Kim Biegalle	Deputy Clerk	231-652-1657 x22
Carol Sherwood	Treasurer	231-652-1657 x12

Date Completed _____

NEWAYGO CITY ZONING MAP



10/9/2006





STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

ANNIFER M. GRANHOLM
GOVERNOR

ROBERT J. KLEINE
STATE TREASURER

December 6, 2006

APPROVAL
Municipality Code 622020
Fiscal Year Ended 06/2006

Dear Chief Administrative Officer:

Thank you for submitting a qualifying statement for the City of NEWAYGO to the Michigan Department of Treasury dated 11/29/2006. Based upon the information provided in the qualifying statement, we have determined that the City of NEWAYGO is in material compliance with the criteria identified in section 303(3) of Public Act 34 of 2001.

The City of NEWAYGO is now authorized to issue municipal securities under this act without further approval from the Department. This authorization will remain in effect for 6 months plus 30 business days after the end of your next fiscal year, or when the Department has made a new determination, whichever occurs first.

Within 15 days after the issuance of a municipal security, you will need to file with the Department the enclosed Security Report and the documents required in section 141.2319 of Public Act 34 of 2001. Please mail them to the Municipal Finance and Systems Review Section of the Local Audit and Finance Division at P.O. Box 30728, Lansing, Michigan 48909-8228.

If you have any questions, contact the Division at (517) 373-0660.

Sincerely,

Robert J. Kleine
State Treasurer

Enclosures

ACT 191
CRITERIA QUESTIONNAIRE
FOR ANNEXATION

BOUNDARY COMMISSION QUESTIONS
FOR
DEVELOPING PUBLIC HEARING INFORMATION

(The term "unit" is used throughout this questionnaire and is intended to mean your township, city or village)

I. POPULATION

A. Total population of your unit for each of the following dates:

1980 1822 1990 2067 2000 2464

B. Give an estimate of the population in the area proposed to be annexed on the date the petition was filed with the Commission. 12.

If the Commission expanded the area under consideration please include a separate estimate for that area 2.

II. POPULATION DENSITY AND LAND AREA

A. Give the total number of acres or square miles in your entire unit.

(1) Total number of acres _____ or square miles 35.

(2) Density for 2000 _____ popu/acre or _____ popu/sq.mile.

B. Give the total number of acres or square miles in the area proposed to be annexed and the population for 2000. *If the Commission expanded the area for consideration please include separate figures for that area.*

Acres 88 or sq. mi _____ and population 12 in area proposed for annexation.

Acres _____ or sq. mi. _____ and population in expanded area.

III. LAND USE

A. Enclose a copy of the long range plan for your unit or larger area (e.g. comprehensive Master Plan, Land Use Plan, Growth Management Plan). If there is not one for your unit of government, include county plan or other. Please list enclosures: Master plan, zoning ordinance

B. Development

1. Does your unit provide special incentives (tax-abatement, low interest rates) to homeowners, builders, or developers to locate in your area? Yes _____ No X

2. If yes, describe: _____

3. Give the quantity and location of any of the following types of development either planned, under construction, or completed within your unit during the last three years.

	PLANNED	UNDER CONSTRUCTION	DATE COMPLETED	SECTION OR EXACT LOCATION	# DWELLING UNITS AT BUILD OUT
Apartment Bldgs.	_____	_____	_____	_____	_____
Standard Housing Subdivisions	_____	_____	_____	_____	_____
Condominium Subdivisions	_____	_____	_____	_____	_____
Mobile Home Parks	_____	_____	_____	_____	_____
Commercial Centers	_____	_____	_____	_____	_____
Industrial Parks	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____

C. Zoning

1. Does your unit have a zoning board or commission? Yes X No ____.

If yes, under what public act? Act 184 PA 071943.

If yes, enclose a copy of the zoning ordinance and map.

If yes, describe the stage to which it this progressed?

If no, enclose the governing county zoning map and ordinance.

Is your unit in the process of initiating a zoning ordinance? Yes ____ No ____.

2. Has the area proposed for annexation been zoned? Yes X No .

If yes, for what purposes? General Residential + Rural Res

If the Commission expanded the area under consideration what is the zoning for that area? Don't know.

3. Is any portion of the area proposed for annexation being considered for rezoning? Yes No X.

If yes, describe the proposed change.

4. List below the acreage of the land zoned in your unit:

<u>USE</u>	<u>NUMBER OF ACRES ZONED</u>	<u>NUMBER OF ACRES USED AS ZONED</u>
RESIDENTIAL	<u>11 200</u>	<u>9,500</u>
COMMERCIAL	<u>2240</u>	<u>1200</u>
INDUSTRIAL	<u>0</u>	<u>0</u>
AGRICULTURAL	<u>8960</u>	<u>8960</u>
OTHER <u> </u>	<u>0</u>	<u>0</u>

IV. STATE EQUALIZED VALUATION

Give the S.E.V. of your unit for the last three years. Start with present year:

<u>A. REAL PROPERTY</u>	<u>200 5</u>	<u>200 6</u>	<u>200 7</u>
Residential	\$ <u>74418900</u>	\$ <u>78028500</u>	\$ <u>85212900</u>
Commercial	\$ <u>6041900</u>	\$ <u>6581800</u>	\$ <u>7034100</u>
Industrial	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Agricultural	\$ <u>17123800</u>	\$ <u>18180300</u>	\$ <u>21111100</u>
Developmental	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Timber Cutover	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Utilities	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
TOTAL	\$ <u>97584600</u>	\$ <u>102790600</u>	\$ <u>113358100</u>

B. PERSONAL PROPERTY	<u>2005</u>	<u>2006</u>	<u>2007</u>
Residential	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Commercial	\$ <u>652800</u>	\$ <u>702200</u>	\$ <u>705800</u>
Industrial	\$ <u>260500</u>	\$ <u>171300</u>	\$ <u>156100</u>
Agricultural	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Developmental	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Timber Cutover	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Utilities	\$ <u>247049</u>	\$ <u>3435700</u>	\$ <u>3521100</u>
TOTAL	\$ <u>3330349</u>	\$ <u>4309200</u>	\$ <u>4383000</u>

C. Give the current equalization factor for your unit: 1.00.

D. Give the most recent year's state equalized valuation for the area proposed for annexation. \$ 707,300. 2007

If the Commission expanded the area, give the S.E.V. for that area:
\$ _____.

V. ALLOCATED AND VOTED MILLAGE RATES FOR THE LAST 3 YEARS

Example:	General Fund	1.00 Mills
	Debt Retirement	2.00 Mills
	Pension Fund	.50 Mills
	TOTAL	3.50 Mills

Start with the present year: **2006**

<u>Unit Millage</u>		<u>County Millage</u>		<u>School Millage</u>	
Purpose	Amount	Purpose	Amount	Purpose	Amount
<u>Gen Fund</u>	<u>1.00</u>	<u>Gen Fund</u>	<u>5.38580</u>	<u>Debt</u>	<u>7 Mills</u>
<u>Roads</u>	<u>3.00</u>	_____	_____	<u>Operations</u>	<u>18</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL	<u>4.00</u>	TOTAL	<u>5.38580</u>	TOTAL	<u>25</u>

200 _____

Unit Millage	
Purpose	Amount
Gen Fund	1.00
Roads	3.00
_____	_____
TOTAL	4.00

County Millage	
Purpose	Amount
General Fund	5.39830
_____	_____
TOTAL	5.39830

School Millage	
Purpose	Amount
Debt	7
Operations	18
_____	_____
TOTAL	25

200 _____

Unit Millage	
Purpose	Amount
General Fund	1
Roads	3
_____	_____
TOTAL	4

County Millage	
Purpose	Amount
General Fund	5.45730
_____	_____
TOTAL	5.45730

School Millage	
Purpose	Amount
Debt	7
Operation	18
_____	_____
TOTAL	25

VI. TOPOGRAPHY / NATURAL BOUNDARIES / DRAINAGE BASINS

- A. Check any unusual or restrictive topographic features which could inhibit the use or development of the area proposed to be annexed.

___ Extreme changes in elevation

___ Wetlands

___ Perk test failure

___ Bedrock near the surface

___ Flood plain

___ Prime agricultural land

___ Drainage basin

X Other part in flood plain

- B. How does this proposed annexation relate to natural boundaries and drainage basins? (Include aerial map if available)

Bordered by Mesbago River and
City of Newaygo

5 Industrial 145 Single Residential Units
Commercial Multiple Housing Structures

B. Business development

1. How many new businesses opened in the last 5 years? 1
How many new jobs were created? 2
2. How many businesses expanded their operations in the last
5 years? 1
How many new jobs were added? 2
3. How many businesses reduced their operations in the last
5 years? 1
How many jobs were lost? 3
4. How many businesses moved or closed their operations in the last 5
years? 1
How many jobs were lost? 3

- C.** Have any special studies been conducted in your area regarding the general
economic situation? Yes No In Process X
If yes, enclose copy.

- D.** Which of the following development tools serve your unit?
- X Economic Development Corporation (PA 338, 1974)
 - Local Development Finance Authority (PA 218, 1986)
 - Tax Increment Finance Authority (PA 450, 1980)
 - Downtown Development Authority (PA197, 1975)
 - Shopping Center Redevelopment Area (PA 120, 1961)
 - Empowerment Zone/Enterprise Community/Enterprise Zone
 - Local Revolving Loan Fund
 - Other

IX. NEED FOR ADDITIONAL PUBLIC SERVICES

- A.** What additional services not presently available do your unit, residents
and/or property owners feel are necessary in the area proposed for
annexation?

	SERVICE	DATE IT CAN BE AVAILABLE
1.	<u>N/A</u>	<u> </u>
2.	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>

- B. Of the services listed above, which ones will be difficult to provide?

Why? _____

**X. PROBABLE EFFECTS OF PROPOSED ANNEXATION ON THE COST
AND ADEQUACY OF SERVICES**

- A. If annexation takes place, how will the change of boundaries affect the receiving unit of government?

It will be enlarged

- B. If annexation takes place, and public services are improved in the area annexed, what additional cost will the annexed area incur and how adequate will those services be?

don't know

- C. If annexation takes place, what will be the financial effect on the remaining area from which the annexation area is removed?

\$2,800.00

- D. If annexation takes place, what will be the financial effect on the annexation area?

Taxes will raise

XI. PUBLIC SERVICES

A. Public Water

*Garfield Township
Does not supply
water*

1. Does your unit provide public water service? Yes ___ No ___
2. If yes, who owns the water treatment plant(s)? _____
3. If the water treatment plant does not belong to your unit, has your unit purchased a utility equity in the water system? Yes ___ No ___
4. How many public water customers does your unit have? _____
5. Give the number of homes and also the section numbers in which public water is not available: No. of homes _____ Section No. _____
6. Maximum capacity of your public water system is _____ gallons per day.
Average present usage is _____ gallons per day;
_____ % of capacity.
7. Is your unit under orders or has it been cited by the Michigan Department of Community Health, the Michigan Department of Environmental Quality, the Michigan Water Resources Commission, or any other state or federal agency? Yes ___ No ___
8. If yes, give the nature of the orders or citations and what actions have been taken _____

_____.
9. Does your unit serve public water to the area proposed to be annexed? Yes ___ No ___
10. If not, how near to the area proposed for annexation are water mains of a size adequate to serve the area? _____.
11. How is your public water system financed?
____ General obligation bonds ____ Tap-in fees (amount: \$ _____)
____ Special assessments ____ Other _____
____ Revenue Bonds
12. What is the cost per linear foot to install water lines in the street?
\$ _____
What is the cost per linear foot to extend lines on site? \$ _____
13. If public water service is not available, what other types of water services are available to residents?

14. Have any governmental agencies placed any restrictions on adding new customers to your public water system?

Yes ____ No ____

If yes, describe these restrictions: _____

15. Are there any plans to expand your water system? Yes ____ No ____

16. If yes, what sections or areas will receive services? _____

17. How many new customers are expected to be served? _____

18. What is the estimated total number of customers who will ultimately be served following this expansion? _____

19. This expansion is:

____ under study ____ under contract ____ under construction

20. Estimated date service will be available: _____

21. What charges do customers within your unit pay to receive public water?

\$ _____

22. If water is purchased under contract, do customers outside the unit pay the same rate as those within the unit providing the service?

Yes ____ No ____

If no, what charges do customers outside the unit pay to receive public water? \$ _____

23. Are special charges made in lieu of an assessment? Yes ____ No ____

If yes, what is the amount? \$ _____

24. What must customers outside the providing unit do to receive this public water? _____

25. If annexation does not occur, how soon would the area proposed for annexation receive public water services? _____

B. Sanitary Sewer

*Garfield Township
Does not supply sewer*

1. Does your unit provide sanitary sewer service? Yes ____ No X

2. If yes, who services the treatment plant? _____

3. If the sewage treatment plant does not belong to your unit, has your unit purchased a utility equity in the sewer system? Yes ___ No ___

4. How many sewer customers does your unit serve now? _____

5. How many homes in your unit do not have sewer hookups available: _____; in what sections or areas: _____

6. What is the highest level of wastewater treatment being provided:
Primary ___ Secondary ___ Tertiary ___

7. What methods of waste water treatment are being used?
(Check all that apply.)

<input type="checkbox"/> Activated Sludge	<input type="checkbox"/> Rotating Biological Contactors or Disks
<input type="checkbox"/> Lagoons	<input type="checkbox"/> Groundwater Discharge Mound
<input type="checkbox"/> Sand Filter	<input type="checkbox"/> Sequencing Batch Reactors
<input type="checkbox"/> Trickling Filter	<input type="checkbox"/> Other _____

8. Where does the waste water treatment plant discharge its effluent?

Surface water (Name/Location) _____

Ground infiltration (Name/Location) _____

9. Maximum capacity of the sewer system is _____ gal/day.

10. The average usage is _____ gal/day; _____ % capacity.

11. Does your sewer ordinance require residents to hook up? Yes ___ No ___
If yes, how near does the sewer line have to be? _____ feet.

12. Does your unit provide sanitary sewer service to the area proposed for annexation? Yes ___ No ___

13. If not, how near to the area proposed to be annexed are sewer lines of a size adequate to serve the area? _____

14. How is your sewer system financed?

<input type="checkbox"/> General obligation bonds	<input type="checkbox"/> Tap-in fees (amount \$ _____)
<input type="checkbox"/> Special assessments	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Revenue bonds	

15. What is the cost per foot for installation of sewer lines in the street?
\$ _____

What is the cost per foot for extension on site? \$ _____

16. Are you under orders to improve your waste water treatment?
Yes ___ No ___

If yes, describe: _____

17. Are there plans to expand the sewer system? Yes ___ No ___

18. If yes, what sections or areas will receive services? _____

19. Have you received approval from the involved state agencies for expansion of the sewer system? Yes ___ No ___

20. What is the estimated total number of customers who will ultimately be served by this expansion? _____

21. This expansion is ___ under study ___ under contract ___ under construction

22. Estimated date service will be available: _____

23. What do customers within your unit pay to receive sewer service?
\$ _____

24. If sewer service is purchased under contract, do customers outside the unit pay the same rate as those within the unit providing the services?
Yes ___ No ___

If no, what charges do customers outside the unit pay to receive sewer service? \$ _____

25. Are special charges made in lieu of an assessment?
Yes ___ No ___

If yes, what is the amount? \$ _____

26. What must customers outside the providing unit do to receive this sewer service? _____

27. If annexation does not occur, how soon would the area proposed for annexation receive sewer service? _____

C. Fire Protection

1. Fire protection for your unit is provided:
_____ by your own department

_____ under contract from another unit:

X by the Newaygo Fire District which serves the following
units: City of Newaygo - Garfield & Brooks Townships

2. Underwriters rating: 6
3. What is the composition of the fire department that provides fire protection to your unit?
- Number of fire fighters on force: Full-time _____ Volunteer 22
4. How is the fire department financed?
- ☒ Special Assessment _____ Charge for each fire run
_____ General obligation bonds _____ General operating funds
_____ Other _____
5. Who provides fire protection to the area proposed for annexation?
Newaygo Fire District Underwriters rating: _____
6. If the annexation is approved, who would provide fire protection?
Newaygo Fire District
7. How near is the fire station now providing fire protection to the area proposed for annexation? 1/2 mile
8. If the annexation is approved, how near would the fire station providing fire protection be? 1/2 mile

D. Police Protection

1. Police protection for your unit of government is provided:
- _____ by your own department
☒ by the county sheriff
_____ under contract from another unit: _____
_____ from the _____ Joint Service District which serves the following units: _____
2. What is the composition of the police department? Don't know
Full-time officers _____ Part-time officers _____
3. How is the police department financed?
- _____ Special Assessment _____ Charge for each police run
_____ General obligation bonds _____ General operating funds
☒ Other Taxes - Caerent
4. Who provides police protection to the area proposed for annexation?
Sheriff Department
5. If the annexation is approved, who would provide police protection?
Newaygo Police Dept.

6. How near is the police station which now provides police protection to the area proposed for annexation? 15 miles
7. If the annexation is approved, how near would be the police station which provides police protection? 1/2 mile

E. Garbage Collection

1. Does your unit provide garbage collection service?
☐ Yes; this service is provided by
☐ your unit (direct operation).
☐ your unit via contract with private firm.
☐ Your unit via an intergovernmental or regional contract.
☒ No; this service is provided by private arrangements between residents and property owners with individual haulers.
☐ No; this service is not available.

If the answer to 1 was "Yes" respond to the following (2 - 5):

2. How many homes are served? _____
3. Does this service include the area proposed to be annexed?
Yes ___ No ___
4. How often is the pickup made? _____
5. How is the service financed?
☐ Special Assessment
☐ Each homeowner billed for service by governmental unit
☐ General operating funds
☐ Paid by resident to individual hauler

F. Street Lights

1. Does your unit have a street light program? Yes X No ___
2. If yes, how is the program financed? General Fund

G. Library Service

1. Does your unit provide library service? Yes ___ No X
2. If yes, it is: ___ unit operated ___ county wide ___ area wide.

H. School District

Newaygo Public School

I. Other services available to your unit's residents:

TYPE OF SERVICE	FURNISHED BY UNIT OR ON CONTRACT?	METHOD OF FINANCING
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

XII. FINANCIAL ABILITY TO PROVIDE AND MAINTAIN SERVICES TO AREA

A. What major capital improvements have taken place in your unit in the last five years, and how were they financed?

IMPROVEMENT	FINANCED
1. <u>Lakes Sewer</u>	<u>Sp. Assessment</u>
2. _____	_____
3. _____	_____
4. _____	_____

B. Does your unit of government have application for bonds before the Michigan Municipal Finance Commission? Yes ☐ No ☒

If yes, state the kind of bond, purpose, total amount of bonded indebtedness and the maturity date:

KIND	PURPOSE	AMOUNT	MATURITY DATE
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

C. Indebtedness related to annexation area.

1. Does your unit of government have any bonded indebtedness in place or in process that affects the area proposed for annexation?

Yes ___ No X

a. If yes, state the following about the debt:

KIND	PURPOSE	AMOUNT	MATURITY DATE
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

- b. If yes, attach copies of any "Order of Approval" issued to your unit by the Municipal Finance Commission that relate to bonds for sewer or water facilities serving the annexation area and include copies of maps describing the physical location of the sewer and water lines.

2. Has your unit incurred any other liabilities relating to the area proposed for annexation? Yes ___ No X

If yes, describe the liabilities and their value (\$).

3. Has your unit signed any other contractual agreements affecting the area proposed for annexation? Yes ___ No X

If yes, list the agreements and include copies.

4. Has your unit accumulated any assets attributable to the area proposed for annexation? Yes ___ No X

If yes, describe the assets and their values(\$).

5. What percent of your total sanitary sewer, public water, storm drainage and other utility exist in the area proposed for annexation?

___ % sewer

___ % public water

___ % storm drainage

___ % other

*We do not
supply any of
above*

XIII. GENERAL EFFECT UPON COMMUNITY OF PROPOSED ACTION

A. What is the position of your government officials on this proposed annexation?

Not Contesting

B. What is the position of the affected residents of the proposed area for annexation towards this petition?

Contesting

C. What is the position of your constituents towards this petition?

Don't know

XIV. WHAT IS THE RELATIONSHIP OF THE PROPOSED ANNEXATION TO ANY ESTABLISHED TOWNSHIP, VILLAGE, CITY, COUNTY OR REGIONAL LAND USE PLAN? *Don't know*

List the people who completed this questionnaire:

Name	Title	Telephone (inc. area code)
<i>George Seelitz</i>	<i>Supervisor</i>	<i>231-652-2722</i>
<i>Debra Grubel</i>	<i>Clerk</i>	<i>231-652-4251</i>
<i>Jill Vonderberg</i>	<i>Treasurer</i>	<i>231-924-2231</i>
<i>Matt Fraen</i>	<i>Assessor</i>	<i>616-446-5151</i>

Date Completed *3-5-07*